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TIGARD CITY COUNCIL  
MEETING

FEBRUARY 24, 2004 6:30 p.m.

TIGARD CITY HALL  
13125 SW HALL BLVD  
TIGARD, OR 97223



**PUBLIC NOTICE:**

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

**A G E N D A**  
**TIGARD CITY COUNCIL MEETING**  
**FEBRUARY 24, 2004**

6:30 PM

- **STUDY SESSION**
  - > PRELIMINARY REVIEW COMMUNITY GRANT APPLICATIONS
  - > PRESENTATION OF 2003 COMPREHENSIVE ANNUAL FINANCIAL REPORT AND DISCUSSION OF NEW GOVERNMENTAL ACCOUNT STANDARD
  - > UPDATE ON THE NEW LIBRARY
- **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. **BUSINESS MEETING**
  - 1.1 Call to Order - City Council & Local Contract Review Board
  - 1.2 Roll Call
  - 1.3 Pledge of Allegiance
  - 1.4 Council Communications & Liaison Reports
  - 1.5 Call to Council and Staff for Non-Agenda Items
2. **CONSIDER A RESOLUTION APPOINTING THOMAS WOODRUFF AS TIGARD CITY COUNCILOR FROM FEBRUARY 24, 2004 THROUGH DECEMBER 31, 2004**
  - a. Staff Report: Administration Staff
  - b. Council Discussion
  - c. Council Consideration: Resolution No. 04 - \_\_\_\_\_

3. ADMINISTER OF THE OATH OF OFFICE TO THOMAS WOODRUFF FOR THE POSITION OF TIGARD CITY COUNCILOR
4. VISITOR'S AGENDA (Two Minutes or Less, Please)
5. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
  - 5.1 Authorize the City Manager to Sign an Intergovernmental Agreement for Mutual Aid, Mutual Assistance, and Interagency Cooperation among Law Enforcement Agencies
  - 5.2 Authorize the Mayor to Sign an Intergovernmental Agreement, which Sets Forth the Shared Local Match of the Construction Costs and Maintenance of the Tualatin River Bicycle and Pedestrian Bridge
  - 5.3 Appoint Katherine Meads to the Planning Commission
  - 5.4 Local Contract Review Board:
    - a. Award the Contract for the Construction of the Fiber Optic Cable for the New Library to North Sky Communications, Inc.
  - *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
6. UPDATE ON THE YOUTH ADVISORY COUNCIL
  - a. Staff Report: Administration Staff
  - b. Council Discussion
7. UPDATE ON THE PROPOSED LOCAL OPTION LEVY FOR WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)
  - a. Staff Report: Library Staff
  - b. Council Discussion

8. CONSIDER A RESOLUTION ESTABLISHING THE STREET MAINTENANCE FEE RATES
  - a. Staff Report: Engineering Staff
  - b. Council Discussion
  - c. Council Consideration: Resolution No. 04 - \_\_\_\_\_
  
9. LOCAL CONTRACT REVIEW BOARD (LCRB) PUBLIC HEARING – CONSIDER A RESOLUTION GRANTING AN EXEMPTION FROM COMPETITIVE SCREENING AND SELECTION PROCESS FOR DESIGN SERVICES ON THE 121<sup>ST</sup> AVENUE IMPROVEMENT PROJECT
  - a. Open Public Hearing
  - b. Staff Report: Engineering Department
  - c. Public Testimony
  - d. Close Public Hearing
  - e. LCRB Discussion & Questions to Staff
  - f. Staff Recommendation
  - g. LCRB Consideration: Local Contract Review Board Resolution No. 04 - \_\_\_\_\_
  
10. COUNCIL LIAISON REPORTS
  
11. NON AGENDA ITEMS
  
12. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
  
13. ADJOURNMENT

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AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Initial Review of Community Event Grant Requests

PREPARED BY: Craig Prosser DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Review applications for Community Event Grants and give preliminary direction as to which grants should be included in the FY 2004-05 Budget.

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STAFF RECOMMENDATION

Review grant requests and give preliminary direction on applications to be funded.

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INFORMATION SUMMARY

Each year, the City solicits applications from community organizations for grants for the following fiscal year. The City has received nine applications by the February 2 deadline. The City also anticipates receiving an application from The Tigard Festival of Balloons, but as of February 11, that application has not been received.

Assuming the Festival of Balloons requests \$10,000 (as provided in the City sponsorship resolution), the total funding requested is \$49,000 in direct contributions. An additional \$94,900 is provided as in-kind support by the Public Works Department. (In kind support information from the Police Department is still under development.) According to the funding policy of the Budget Committee set in prior years, \$50,595 is available for these grants.

On December 18, 2001, Council approved three resolutions guaranteeing base funding to three sponsored community events – Festival of Balloons, Broadway Rose and Tigard 4<sup>th</sup> of July. Together the guaranteed funding for these three events is \$27,500. After removing the guaranteed funding requests, a total of \$23,095 remains to be distributed amongst the seven other applicants. The total amount requested from these applicants is \$21,500. Any unallocated community event grant funds can either be reserved for the General Fund, or could be used for additional Social Service Grant funding. Social Service agencies have requested a total of \$103,600 in grant funding. Only \$85,050 is available for these grants. The Social Services Subcommittee of the Budget Committee will be reviewing Social Services grant requests on Feb. 19.

Staff is requesting that the Mayor and Council review the event requests and give recommendations on which requests should receive full, partial or no funding. The final funding decisions will be made at the Budget Committee meetings in May.

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OTHER ALTERNATIVES CONSIDERED

This is a preliminary review only. Final funding decisions and exploration of alternatives will be made at the Budget Committee hearings in May.

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

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ATTACHMENT LIST

Summary chart of Community Event Grant requests

9 Community Event Grant Applications (application from the Festival of Balloons not received by 2/11/04)

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FISCAL NOTES

Requests total \$51,550. Requests will be funded from the FY 2004-05 General Fund budget.

City of Tigard  
FY 2004-05  
Community Event Grant Requests

2/19/2004

Target (based on proportional share of policy set-aside) = \$50,595

Agency	FY 2000-01	FY 2001-02	FY 2002-03	FY 2003-04	FY 2004-05	
	Actual	Actual	Actual	Budget	Requested	Recommended
Art Resources of Tigard (ART)						
Direct	\$0	\$0	\$3,750	\$0	\$0	
In-Kind*						
Afalati Recreation District/Tigard Recreation Assoc.						
Direct	0	0	0	5,000	5,000	
In-Kind*					46,000	
Broadway Rose						
Direct	10,000	10,000	10,000	10,000	10,000	
In-Kind*					600	
City of Tigard Dog Park						
Direct	0	0	0	400	450	
In-Kind*					13,000	
Festival of the Balloons						
Direct	10,000	10,000	0	10,000	10,000	
In-Kind*					30,500	
Tigard 40th Birthday						
Direct	0	2,000	0	0	0	
In-Kind*						
Tigard Blast						
Direct	0	5,000	5,000	5,000	5,000	
In-Kind*					1,100	
Tigard 4th of July						
Direct	7,500	7,500	7,500	7,500	7,500	
In-Kind*					3,200	
Tigard High Graduation Ceremony						
Direct	500	500	750	1,000	2,000	
In-Kind*						
Train Days						
Direct	4,000	0	0	0	0	
In-Kind*						
Tualatin Riverkeepers						
Direct	1,710	2,000	2,000	2,000	2,500	
In-Kind*					500	
Tualatin Valley Community Band						
Direct	1,250	1,850	1,850	1,850	2,000	
In-Kind*						
Total						
Direct	\$34,960	\$38,850	\$30,850	\$37,350	\$39,000	\$0
In-Kind*	\$0	\$0	\$0	\$0	\$94,900	\$0

\* Public Works only. Data from other departments coming (2/11/04)

CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171

**FY 2004-05**  
**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 2, 2004  
*Atfalati Rec. District*  
Event Name: Cook Park Concession Stand

Address: 17005 SW 92nd Ave

City, State, Zip: Tigard, OR 97224-5530

Contact Name: John R. Anderson

Telephone Number: 503-590-5356

E-mail address: jranders99@comcast.net

1. **Request** (express in whole dollar amounts only)

**Cash** \$5,000.00

**In-Kind Services** (use of City property, City staff support,  
etc. Please explain the services requested on a separate sheet) \$

**Total Request** \$5,000.00

2. **Purpose of Funding Request:** To help offset the annual payment made per "Second Amendment to Agreement Between the City of Tigard and Atfalati Recreation District", section 1.1. Atfalati Recreation District has committed to repay the City of Tigard over a ten-year period of time.
3. **How will this event benefit the Tigard Community?** The new Cook Park Concession Stand and adjoining baseball/soccer fields enhance the recreation opportunities for the youth of Tigard. The new facilities provide a safe, clean, and desirable environment for children and their families.
4. **How many Tigard residents do you anticipate participating in this event (or these events)?** The annual attendance at Cook Park for baseball and soccer games/practices/tournaments is estimated to be 30,000. For example, a single Saturday/Sunday game weekend for soccer will bring upwards of 1,000 people (450 players PLUS 500-750 parents and other relatives) into the Park.
5. **Please submit the following information with this request:**

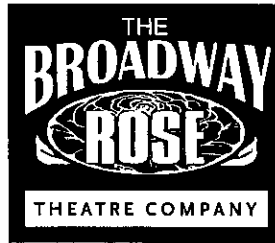


- a. **Detailed budget, including FY 2003-03 actual expenditures, FY 2003-04 Adopted Budget, and FY 2004-05 Proposed Budget. The Budget should identify beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. \*\***
- b. **Audit report or financial statements for the last fiscal year.\*\***
- c. **Articles of Incorporation.\***
- d. **501(c)(3) status.\***
- e. **Organization Bylaws\***

\* Information not required if it has been submitted at least once in the last five years.

\*\* Lack of adequate financial information could result in denial of request.

***An electronic version of this application is available by contacting Heather Block at [heather@ci.tigard.or.us](mailto:heather@ci.tigard.or.us)***



January 29, 2004

Craig Prosser, Finance Director  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223

**Board of Directors**

Susie Bell  
*Copytronix*

David Burke  
*Sun Microsystems*

Diana Burke  
*Bank of the West*

Rorie Leone  
*Washington Mutual*

Sharon Maroney  
*The Broadway Rose*

George Mead  
*Mead Group*

Bill Monahan  
*City of Tigard*

William L. Nothstine  
*Washington Mutual*

Barbara Pearson  
*Pearson Financial*

Harvey Platt  
*Platt Electric Supply*

Dan Yates  
*The Portland Spirit*

Lisa Francolini  
*River West  
Acupuncture*

Dear Craig,

We have already sent you our 2004 Community Events Funding request but we would like the budget committee to consider this request in addition to the \$10,000 in operating support.

Here at The Broadway Rose we are looking forward to this fall's debut of our play reading series. We are exploring holding this event at the brand new Tigard Library. It is a perfect space for play reading events and we hope to draw members of the community to the new facility. The dates we have slated are September 26th, October 24th and November 21st.

The Broadway Rose, as a Community Sponsored Event, would like to request a waiver of fees for the selected dates of the community room. The City of Tigard has shown interest in supporting the efforts of The Broadway Rose as evidenced by its consistent and much appreciated financial support over the years. Our new play reading series would "give back" to the community by providing the only cultural activity of its kind in the area. We would market the event as a chance for the community members to hear new plays as well as to get to know the new facility. We are hoping that our event would showcase the community room to other organizations in the community who may then decide to rent it for their future events.

This new series will not only provide entertainment, and bring in much needed funds for The Broadway Rose with our minimal admission, but it will provide a venue for our local residents to come together, interact, and feel part of our community. We will also showcase local performers as actors.

We are looking for ways to move toward our long-term goal of performing year round. This past year The Broadway Rose surveyed its audience and there was an overwhelming enthusiasm for year-round productions. By donating the community room to The Broadway Rose you will be helping us near our year-round goal.

Sincerely,

  
Dan Murphy  
General Manager



January 14, 2004

Craig Prosser, Finance Director  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223

**Board of Directors**

Susie Bell  
*Copytronix*

David Burke  
*Sun Microsystems*

Diana Burke  
*Bank of the West*

Rorie Leone  
*Washington Mutual*

Sharon Maroney  
*The Broadway Rose*

George Mead  
*Mead Group*

Bill Monahan  
*City of Tigard*

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*The Portland Spirit*

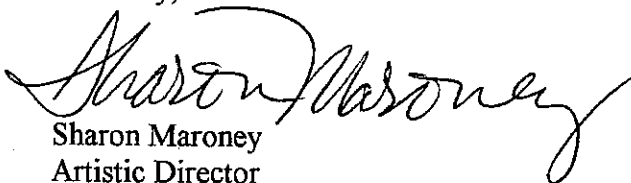
Dear Craig,

First of all, The Broadway Rose would like to thank you again for your continued support of our theatre company over the past several years. We are thrilled that our company is able to continue to grow and flourish despite the difficult economic environment facing the arts in Oregon.

We are please that we can continue to offer an increasing variety of cultural opportunities to our community. This year we have added a Fall play reading series along with our Mainstage Summer Season, Cabaret Line-up, and Children's Shows. We pride ourselves in the high artistic quality of the productions that we offer the residents and visitors of the Tigard area.

If you have any questions regarding this application, please don't hesitate to call Sharon Maroney at 503-603-9862. Thank you for your past support and your consideration of this application.

Sincerely,

  
Sharon Maroney  
Artistic Director

CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171

**FY 2004-05**  
**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 2, 2004

Event Name: Broadway Rose Theatre Company  
Address: PO Box 231004  
City, State, Zip: Tigard, OR 97281  
Contact Name: Sharon Maroney  
Telephone Number: (503) 603-9862  
E-mail address: btrcsm@aol.com

1. **Request** (express in whole dollar amounts only)

<b>Cash</b>	<b>\$10,000</b>
<b>In-Kind Services</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	<b>\$-0-</b>
<b>Total Request</b>	<b>\$10,000</b>

2. **Purpose of Funding Request:**

The Broadway Rose Theatre Company requests funds from the City of Tigard in order to continue to provide Tigard residents with high quality, professional theatre while maintaining our mission of keeping ticket prices affordable for local residents. The 2004 Summer Season includes the Broadway musical thriller, *Jekyll & Hyde*, *My Way: A Musical Tribute to Frank Sinatra*, *They're Playing Our Song*, a romantic musical comedy, and two children's shows: *Sleeping Beauty* and *Puss In Boots* (rights pending). Three children's theatre camps will also be offered again this season.

"Who would want to live in a community where there was no theater, no movie house... if all you have, is a place to work and go home, and nothing else, then alcoholism is going to go up, vandalism is going to go up and the youth are not going to stay there. So it is all a part of making the community a better place to live."  
-Conrad Pearson

**3. How will this event benefit the Tigard Community?**

In 2003 our single ticket sales decreased slightly we believe due to the overall economic downturn in the state of Oregon, but already, advanced season ticket sales for the 2004 summer season are up by 30%. The partnership between the City of Tigard and the Broadway Rose clearly continues to be productive!

In the absence of a local recreational center, we are finding that an increasing number of Tigard youth are turning to the Broadway Rose for summer employment or recreational opportunities. In response, we have added a third summer camp for this year and may increase the number of high school youth we employ.

At the same time, we are still exploring Tigard properties in hopes of finding a permanent space that will allow us to offer classes and performances year-round. As the demographic of Tigard changes we believe that our programming will directly benefit the city by providing safe opportunities for youth recreation, a recognizable store-front to attract out-of-town visitors, and more opportunities for Tigard citizens to come together as a community in the shared experience of enjoying professional theatre. Your investment of \$10,000 will bring us considerably closer to those goals.

**4. How many Tigard residents do you anticipate participating in this event (or these events)?**

Last year approximately 13,000 people attended our 2003 Summer Mainstage Season and Children's Programming. Of these, we estimate that 25% were Tigard residents. We expect the same for our upcoming 2004 Season. Our season was and will continue to be advertised effectively through the Cityscape newsletter and new season ticket subscribers continue to find our organization through this publication as well as through our other local advertising venues. Our largest audience base is from the city of Tigard.

**5. Please submit the following information with this request:**

- a. **Detailed budget, including FY 2003-03 actual expenditures, FY 2003-04 Adopted Budget, and FY 2004-05 Proposed Budget. The Budget should identify beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. \*\***
- b. **Audit report or financial statements for the last fiscal year.\*\***
- c. **Articles of Incorporation.\***
- d. **501(c)(3) status.\***
- e. **Organization Bylaws\***

\* Information not required if it has been submitted at least once in the last five years.

\*\* Lack of adequate financial information could result in denial of request.

***An electronic version of this application is available by contacting Heather Block at [heather@ci.tigard.or.us](mailto:heather@ci.tigard.or.us)***

# Broadway Rose Theatre Company

## Profit & Loss

January through December 2003

	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>	
Income	
Annual Boat Event Income	6,414.50
Camp Income	7,090.75
Concession Income	2,846.00
Corportate Income	42,370.00
Entertainment Income	400.00
Grants	90,100.00
Individual Donations	33,312.48
Program Advertising Income	720.00
Raffle Income	2,330.00
Shipping & Handling Income	8.00
Souvenir Sales	1,142.00
Ticket Sales	<u>222,683.67</u>
<b>Total Income</b>	<b>409,417.40</b>
Expense	
Administrative Expense	83,726.96
Bank Service Charges	4,924.02
Boat Expenses	455.57
Camp Counselors	2,450.00
Company Amenities	1,561.41
Concession Expense	1,611.67
Development	6,015.26
Entertainment Income Wages	390.00
Insurance	16,566.65
Internet Expense	3,241.80
Marketing Expense	43,718.99
Miscellaneous	50.00
Office Supplies	6,759.50
Organizational Dues & Expenses	4,572.75
Payroll Taxes	42,977.69
Postage and Delivery	1,975.83
Professional Fees	4,960.00
Program Expense - Artistic Expenses	215,782.83
Rental Expense	4,323.00
Repairs & Maintenance	390.00
Souviner Expense	1,046.18
Staff Education	638.00
Telephone	4,811.68
Travel & Ent	3,392.91
Utilities	<u>229.24</u>
<b>Total Expense</b>	<b><u>456,571.94</u></b>
<b>Net Ordinary Income</b>	<b>-47,154.54</b>
<b>Other Income/Expense</b>	
Interest Income	<u>561.06</u>
<b>Total Other Income</b>	<b>561.06</b>
Other Expense	
Other Expenses	<u>441.00</u>
<b>Total Other Expense</b>	<b><u>441.00</u></b>
<b>Net Other Income</b>	<b><u>120.06</u></b>
<b>Net Income</b>	<b><u><u>-47,034.48</u></u></b>

## The Broadway Rose Theatre - 2004 Proposed Budget

### Ordinary Income/Expense

#### Income

Annual Boat Event Income	10,400.00
Camp Income	9,700.00
Concession Income	3,050.00
Corporatate Income	61,900.00
Grants	52,850.00
Individual Donations	32,096.00
Program Advertising Income	5,500.00
Raffle Income	2,280.00
Shipping & Handling Income	8.00
Interest Income	660.00
Souvenir Sales	950.00
Ticket Sales	245,000.00
<b>Total Income</b>	<b>424,394.00</b>

#### Expense

Administrative Expense	78,967.22	In-Kind Donations
Audit	4,000.00	37,000
Bank Service Charges	5,706.78	
Camp Counselors	2,300.00	
Company Amenities	430.00	
Concession Expense	1,704.00	
Development	4,872.00	\$ 1,500.00
Insurance	18,450.00	
Internet Expense	700.00	
Marketing Expense	43,805.00	
Miscellaneous	430.00	
Office Supplies	2,040.00	
Organizational Dues & Expenses	3,446.00	
Payroll Taxes	44,910.00	
Artistic Program Expense	211,985.00	
Space Rental Expense	4,308.00	\$ 25,000.00
Souviner Expense	500.00	
Telephone	4,750.00	
Travel & Ent	880.00	
Utilities	210.00	
<b>Total Expense</b>	<b>434,394.00</b>	<b>\$ 63,500.00</b>

**Amount Requested The City of Tigard \$10,000**



PAULY, ROGERS AND CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

- 
- 12700 SW 72ND AVENUE • TIGARD, OREGON 97223
  - (503) 620-2632 • FAX (503) 684-7523
- 

January 13, 2003

To the Board of Directors  
The Broadway Rose Theatre Company  
Tigard, Oregon

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statement of assets, liabilities, and net assets-cash basis of The Broadway Rose Theatre Company (a nonprofit organization) as of December 31, 2002, and the related statement of receipts and disbursements for the year then ended. These financial statements are the responsibility of the Theatre's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note 2, the Company's policy is to prepare its financial statements on the basis of cash receipts and disbursements; consequently, certain revenue and the related assets are recognized when received rather than when earned, and certain expenses are recognized when paid rather than when the obligation is incurred. Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with accounting principles generally accepted in the United States of America.

In our opinion the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of The Broadway Rose Theatre Company as of December 31, 2002, and its receipts and disbursements for the year then ended, on the cash basis of accounting described in Note 2.

*Pauly, Rogers and Co., P.C.*  
PAULY, ROGERS AND CO., P.C.



THE BROADWAY ROSE THEATRE COMPANY  
TIGARD, OREGON

ASSETS, LIABILITIES AND NET ASSETS (CASH BASIS)  
For the Year Ended December 31, 2002

---

	<u>2002</u>
ASSETS:	
Current Assets:	
Cash in Bank	\$ 42,114
Other Assets:	
Long-Term Investments	<u>69,469</u>
Total Assets	<u><u>\$ 111,583</u></u>
LIABILITIES AND NET ASSETS:	
Unrestricted Net Assets	<u>\$ 111,583</u>
Total Liabilities and Net Assets	<u><u>\$ 111,583</u></u>

The accompanying notes are an integral part of this statement.

THE BROADWAY ROSE THEATRE COMPANY  
TIGARD, OREGON

STATEMENT OF RECEIPTS, DISBURSEMENTS AND NET ASSETS  
For the Year Ended December 30, 2002

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RECEIPTS:

Interest	\$	937
Camp Admissions		7,775
Concessions		3,417
Corporate Donations		51,775
Fundraising		4,955
Foundation Grants		66,750
Government Grant		25,850
Individual Contributions		26,445
Program Advertising		650
Promotions		3,828
Refunds		2,891
Souvenir Sales		1,678
Ticket Sales		277,900
Miscellaneous		14,379
		<hr/>
Total Receipts	\$	<hr/> 489,230 <hr/>

The accompanying notes are an integral part of this statement

THE BROADWAY ROSE THEATRE COMPANY  
TIGARD, OREGON

STATEMENT OF RECEIPTS, DISBURSEMENTS AND NET ASSETS  
For the Year Ended December 31, 2002

DISBURSEMENTS:

Administrative Expenses:		
Administrative Salaries	\$	70,002
Other Wages		3,645
Dues		2,720
Office		6,981
Postage		10,119
Printing		10,865
Rent		10,090
Staff Development		525
Telephone		5,124
Travel		3,309
Advertising		30,044
Fundraising		3,796
Bank Fees		4,216
Auditions		1,909
Insurance		19,180
Camp		2,165
Productions:		
Cabaret		133
Cinderella		5,354
Flaming Idiots		29,495
Forever Plaid		28,561
GI Holiday Jukebox		31,129
How to Succeed		400
Jack & the Beanstalk		6,194
Will Rogers Follies		99,790
Other Production Expenses:		
House Manager		1,100
Housing		222
Production Manager		3,678
Taffetas		100
Taxes		39,490
Concessions & Souvenirs Supplies		3,166
Royalties		185
Refunds & Miscellaneous		5,100
Total Disbursements		<u>438,787</u>
Change in Net Assets		50,443
Beginning Net Assets		<u>61,140</u>
Ending Net Assets	\$	<u>111,583</u>

The accompanying notes are an integral part of this statement

# THE BROADWAY ROSE THEATRE COMPANY

## NOTES TO FINANCIAL STATEMENTS

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### 1. GENERAL DESCRIPTION OF ORGANIZATION

The Broadway Rose Theatre company is an Oregon nonprofit corporation established in 1991 to provide residents of Washington County and surrounding communities access to professional theatre by maintaining affordable ticket prices and commitment to high production standards.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

#### Basis of Accounting

The accompanying financial statement has been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Under the cash basis, the only asset recognized is cash, and no liabilities are recognized. All transactions are recognized as either cash receipts or disbursements, and noncash transactions are not recognized. The cash basis differs from accounting principles generally accepted in the United States of America primarily because the effects of outstanding receipts and liabilities unpaid at the date of the financial statements are not included in the financial statements.

#### Financial Statement Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statements of Financial Accounting Standards (SFAS) No. 117, Financial Statements of Not-for-Profit Organizations. Under SFAS No. 117, the organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. There are no restricted assets.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

#### Income Taxes

The Organization is exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3) and Oregon Revenue and Taxation Code Section 17.229(a).

#### Advertising

Advertising costs are expensed as incurred. Advertising expense for 2002 was \$30,044.

THE BROADWAY ROSE THEATRE COMPANY

NOTES TO FINANCIAL STATEMENTS

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3. CASH AND INVESTMENTS

Cash at December 31, 2002 consists of:

	<u>2002</u>
Bank of the West Checking	\$ 42,114
Bank of the West Money Market	<u>69,469</u>
Total	<u>\$ 111,583</u>

The Company considers all highly liquid investments with a maturity of one year or less to be cash equivalents.

Long-term investments are usually held longer than one year.

4. DONATED SERVICES

The Theatre receives a significant amount of donated services from unpaid volunteers who assist in fundraising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition under SFAS No. 116 have not been satisfied.

5. FIXED ASSETS

The Theatre does not recognize any fixed assets on its financial statements. The materials used to construct stages and other production materials are treated by the company as expenses at the time of acquisition.

6. RELATED PARTIES

The Theatre leases the space for its business office from a company owned by one of the members of the board of directors. The space is leased for \$2,400 per year.

**CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-691-4141**

**FY 2004-05  
COMMUNITY EVENTS FUNDING REQUEST**

**Event Name:** City of Tigard Dog Park Community Events

**Address:** 11689 SW Wilton Avenue

**City, State, Zip:** Tigard, OR 97223

**Contact Name:** Julie Wittmann

**Telephone Number:** 503-590-4997

**1. Request (expenses in whole dollar amounts only)**

Cash	\$ 450
In-kind services	\$ 0
Total Request	\$ 450

**2. Purpose of Funding Request:**

Off-leash dog parks are an important aspect in the scope of what our city offers its residents. The response to our programs in the 2003-2004 fiscal year has been greater than anticipated. The funding we are requesting allows the off-leash dog parks to continue to provide the residents with safe areas where dogs and owners can play and socialize. The Committee's activities included events to raise awareness about the dog parks and owner responsibilities, as well as written information on canine education. We have developed and distributed educational material about canine behavior, children and dogs, and other dog park related information. The educational material has been well received by park users and shared with other dog parks in the greater Portland area.

**Dog Days of Tigard:** This is a celebration of the off-leash dog parks established by the City of Tigard. The 2004 event will also be used to raise funds for a memorial bench for the late Mayor Griffith, who was a strong supporter of the dog parks and personally enjoyed Potso Park. Additional fundraising is targeted for more canopies to provide shade and weather protection as well as improved methods for dispensing water in the dog parks. Requested funds are for: printing of fliers and posters, decorations, refreshments, K9/agility demonstrations, basic dog obedience training and education. \$175

**Tigard Blast:** Participation in the Tigard Blast parade. Requested funds are for: printing of fliers and posters, balloons and bandanas, dog treats. \$35

**Halloween Dog Party:** Requested funds are for: printing of fliers and posters, decorations, refreshments, 3 prizes. \$150

**Canine 103:** Continuing Educational information; proposed topic "When Puppies should come to dog parks". Funds requested for printing of fliers, posters, and handouts. \$30

**Canine 104:** Continuing Educational information; proposed topic "Dog Park Etiquette". Funds requested for printing of fliers, posters, and handouts. \$30

**Canine 105:** Continuing Educational information; topic to be determined from list of eight pertinent topics. Funds requested for printing of fliers, posters, and handouts. \$30

**3. Requested additional information:**

**a. Fiscal Year 01-02 ( July 1, 2001 – June30, 2002)**

Revenue (Contributions to the Dog Park Trust Account) \$285.28  
Expenditures by Parks Department from Trust \$ (101.36)  
Expenditures by in-kind donations from committee (\$312.16)

**Fiscal Year 02-03**

Revenues (Contributions to the Dog Park Trust Account) \$1,203.87  
Expenditures by Parks Department from Trust \$ (594.71)  
Expenditures by Tigard Dog Park Committee \$ (39.52)  
Expenditures by in-kind donations from committee \$(330.00)

**Fiscal Year 03-04 (as of January 25, 2004)**

Revenues (Contributions to the Dog Park Trust Account) \$633.78  
Expenditures by Parks Department from Trust \$ (0)  
Expenditures by Tigard Dog Park Committee from Trust \$ (740.39)

**Fiscal Year 03-04 (as of January 25, 2004) continued**

Revenues (City Grant Funds) \$400.00

Expenditures by Tigard Dog Park Committee from Grant \$(388.83)

Expenditures by in-kind donations from committee \$(221.00)

**Fiscal Year 04-05 Proposed Budget**

Revenues (Contributions to the Dog Park Trust Account) ~\$500

Expenditures \$ 800

- b. **Audit report or financial statement for last fiscal year:** see attached from Roger Dawes, Senior Accountant, City of Tigard Finance Department
- c. **Articles of Incorporation:** None
- d. **501 (C) (3) status:** None



CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171

**FY 2004-05**  
**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 2, 2004  
Tigard 4<sup>th</sup> of July Celebration

Event Name: \_\_\_\_\_  
Tigard 4<sup>th</sup> of July, Inc., 12420 S.W. Main Street  
Address: \_\_\_\_\_  
Tigard, Oregon 97223  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Mike Marr  
Telephone Number: \_\_\_\_\_  
503-624-2975  
E-mail address: \_\_\_\_\_  
mikemarr@gte.net

1. **Request (express in whole dollar amounts only)**

Cash	\$	7,500.00
In-Kind Services (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	\$	~ 1,600.00
Total Request	\$	~ 9,100.00

2. **Purpose of Funding Request:**

See letter attached

3. **How will this event benefit the Tigard Community?**

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

**Tigard 4th of July, Inc.**  
**A Not for Profit Corporation**  
FIN 93-1031978

(503) 624-2975  
First Bank of Tigard Building  
12420 S. W. Main Street  
Tigard, Oregon 97223

January 29, 2004

Mr. Craig Prosser  
Finance Director  
City of Tigard  
13125 S.W. Hall Blvd.  
Tigard, Oregon 97223

Dear Craig,

The Board of Directors of Tigard 4th of July, Inc., a Non Profit Corporation, submit this letter with enclosures as our Funding Request for the Fiscal Year 2004 - 2005.

To the criteria for funding, we submit the following comments:

- (1) The Tigard Old Fashioned 4th of July Celebration is primarily for Tigard area residents; we do not advertise outside of the area.
- (2) This event is open to all citizens, with the only restrictions being no alcoholic beverages, no smoking, and no personal fireworks.
- (3) We stress a family oriented type of celebration on this annual event, with effort to provide quality entertainment, a family/community style picnic atmosphere, and public opportunity to participate at no cost (unless they should desire to purchase snacks at very reasonable prices, the proceeds going toward the subsequent year's event).
- (4) With seventeen annual events successfully accomplished (first was in 1987), we feel that the event has proven to be valuable to the community, and very affordable for the city and the citizens attending.
- (5) As with item (4), the Board of Directors feel that our success for seventeen years, and the records we have kept, demonstrate an ability to reach our goals and keep within reasonable budget commitments.
- (6) Financial Statements are annually prepared and submitted.

Craig Prosser  
City of Tigard  
January 29, 2004  
Page 2

(7) The Funding Request per our previous agreements with the City of Tigard are based upon the encouragement of other sources of revenue.

We hope you find the information contained herein to be adequate for the City's budgeting purposes. We also hope you look forward to enjoying each year's event as much as we look forward to putting it on.

Last year, the City of Tigard approved an award of \$ 7,500.00 for the 2003/2004 fiscal year. We will be seeking some or all of the \$ 7,500.00 in June of 2004. For the fiscal year 2004/2005, the Board of Directors of Tigard 4<sup>th</sup> of July, Inc. requests \$ 7,500.00 in contribution from the City of Tigard. This is the same as was approved last year and we find it to be an adequate amount to ensure the success and continuation of the 4<sup>th</sup> of July Celebration.

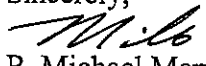
With regards to City in-kind contributions, we have identified the following impacted areas:

Public Works - If the City Public Works personnel prepare the fireworks firing trench; I have been previously advised that the estimated cost is \$ 400 (1999 \$ subject to indexed adjustment).

Police Department - The Police Department is advised of the event and incurs an estimated \$ 1,200 (1999 \$ subject to indexed adjustment) of cost for what primarily is traffic control after the event. Officers are present during the event more for public relations than for any policing requirements. We support the Officers presence, making some very important contacts with the citizens and youth in particular.

Administration - Insurance for the event previously was accomplished by a rider to the City's existing policy. Loreen Mills advised that there was no additional charge for this rider. Tigard 4<sup>th</sup> of July, Inc. purchased liability insurance from the fireworks supplier for the 2003 event.

Should have questions about any of the above, please contact me for assistance.

Sincerely,  
  
R. Michael Marr  
Treasurer  
RMM/dbm

Enclosures

CC: Board Members

**TIGARD 4TH OF JULY, INC.**

**Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2003**

		<b>Current 12 Mo. Period</b>	<b>Year To Date</b>
<b>1000 ASSETS</b>			
1450	Cash - Non Interest Bearing		
1451	Petty Cash	298.18	298.18
1452	General Checking Account	(2,338.86)	2,034.37
1460	Savings & Temp. Investments		
1461	Savings	0.00	0.00
1470	Accounts Receivable		
1471	Accounts Receivable	0.00	0.00
1476	(Uncollectable Allowance)	0.00	0.00
1480	Pledges Receivable		
1481	Pledges Receivable	0.00	0.00
1486	(Uncollectable Allowance)	0.00	0.00
1490	Grants Receivable		
1491	Grants Receivable	0.00	0.00
1500	Receivables from Related Parties		
1501	Receivables from Directors	0.00	0.00
1510	Other Receivables		
1511	Notes Receivable	0.00	0.00
1516	(Uncollectable Allowance)	0.00	0.00
1520	Inventories For Sale or Use		
1521	Inventories For Sale or Use	(142.50)	0.00
1530	Prepaid Expenses / Deferred Charges		
1531	Prepaid Expenses	0.00	0.00
1540	Investments - Securities		
1550	Investments - Assets		
1560	Investments - Other		
1570	Equipment		
1571	Equipment	0.00	0.00
1576	(Accumulated Depreciation)	0.00	0.00
1580	Other Assets		
	<b>TOTAL ASSETS</b>	<b>(2,183.18)</b>	<b>2,332.55</b>
<b>2000 LIABILITIES</b>			
2600	Accounts Payable & Accrued Exp		
2601	Accounts Payable	0.00	0.00
2610	Grants Payable		
2611	Grants Payable	0.00	0.00
2620	Revenue Designated (Future Per.)		
2621	Revenue Designated	0.00	0.00
2630	Loans from Related Parties		
2631	Loans from Directors	1.88	0.00
2640	Mortgages/Notes Payable		
2641	Notes Payable	0.00	0.00
2650	Other Liabilities		
2651	Other Liabilities	0.00	0.00
	<b>Total Liabilities</b>	<b>1.88</b>	<b>0.00</b>

## Statement of Assets, Liabilities, &amp; Fund Balance (Unaudited) December 31, 2003

		Current 12 Mo. Period	Year To Date
3000	<b>FUND BALANCES</b>		
3670	Current Funds		
3671	Unrestricted Funds	0.00	0.00
3676	Restricted Funds	0.00	0.00
3680	Equipment Fund		
3690	Endowment Fund		
3700	Other Fund		
3710	Capital Stock or Trust Principal		
3711	Capital Stock	0.00	0.00
3720	Paid In or Capital Surplus		
3730	Retained Earnings / Accumulated Income		
3731	Retained Earnings > 01/01/2003	0.00	(4,513.85)
3732	Current Earnings > 12/31/2003	2,181.30	2,181.30
	<b>Total Fund Balance</b>	<b>2,181.30</b>	<b>(2,332.55)</b>
	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>2,183.18</b>	<b>(2,332.55)</b>
		(0.00)	(0.00)

Footnote: Excess Ice Cream Bars and Popsicles donated to DARE Summer Camp

Footnote:

Footnote:

**TIGARD 4TH OF JULY, INC.**  
**Statement of Revenue & Expense (Unaudited)**

**December 31, 2003**

	<b>Current 12 Mo. Period</b>	<b>Year To Date</b>
<b>4000 INCOME</b>		
4010 Contributions, Gifts, Grants		
4011 Direct Public Support	(1,272.31)	(1,272.31)
4012 Indirect Public Support	0.00	0.00
4013 Government Grants	(8,850.00)	(8,850.00)
4020 Program Service Revenue		
4030 Membership Dues / Assessments		
4040 Interest Earnings		
4050 Dividends / Interest on Securities		
4060 Net Rental Income		
4061 Gross Rents	0.00	0.00
4066 Rental Expenses	0.00	0.00
4070 Other Investment Income		
4080 Gain / Loss from Sale of Assets		
4081 Gross Sale Amount	0.00	0.00
4086 Cost / Expense	0.00	0.00
4090 Fundraising Events		
4091 Gross Revenues	0.00	0.00
4096 Direct Expenses	0.00	0.00
4100 Gross Profit from Sales		
4101 Gross Sales Less Returns	(998.98)	(998.98)
4106 Cost of Goods Sold	958.79	958.79
4107 Cost of Goods Sold	0.00	0.00
4108 Cost of Goods Sold	90.00	90.00
4110 Other Revenue		
<b>Total Revenue</b>	<b>(10,072.50)</b>	<b>(10,072.50)</b>
<b>6000 EXPENSES</b>		
6130 Program Service Expenses		
6131 Tigard 4th Celebration	12,233.80	12,233.80
6140 Management & General Expenses		
6141 Bank Service Charges	0.00	0.00
6142 Miscellaneous	20.00	20.00
6150 Fundraising Expenses		
6151 Miscellaneous	0.00	0.00
6160 Payments to Affiliates		
<b>Total Expense</b>	<b>12,253.80</b>	<b>12,253.80</b>
<b>(Excess) or Deficit</b>	<b>2,181.30</b>	<b>2,181.30</b>

CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171

**FY 2004-05**  
**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 2, 2004

Event Name:	<u>Cruisin' the Tigard Blast</u>	
Address:	<u>Tigard Central Business District Association, Inc., 12420 S.W. Main Street</u>	
City, State, Zip:	<u>Tigard, Oregon 97223</u>	
Contact Name:	<u>Tyler Ellenson</u>	<u>Mike Marr</u>
Telephone Number:	<u>503-639-5588</u>	<u>503-624-2975</u>
E-mail address:	<u>tyler@tylersautomotive.com</u>	<u>mikemarr@gte.net</u>

1. **Request** (express in whole dollar amounts only)

<b>Cash</b>	\$	5,000.00
<b>In-Kind Services</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	\$	
<b>Total Request</b>	\$	5,000.00

2. **Purpose of Funding Request:**

See letter attached

3. **How will this event benefit the Tigard Community?**

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

**Tigard Central Business Association, Inc.**  
**A Not for Profit Corporation**  
**FIN 93-1268974**

(503) 624-2975  
First Bank of Tigard Building  
12420 S. W. Main Street  
Tigard, Oregon 97223

January 29, 2004

Mr. Craig Prosser  
Finance Director  
City of Tigard  
13125 S.W. Hall Blvd.  
Tigard, Oregon 97223

Dear Craig,

The Board of Directors of Tigard Central Business District Association, Inc., a Not for Profit Corporation, submit this letter with enclosures our Funding Request for the Fiscal Year 2004 - 2005.

To the criteria for funding, we submit the following comments:

- (1) The Tigard Blast celebration is primarily for Tigard area residents
- (2) This event is open to all citizens
- (3) We stress a family oriented type of celebration on this annual event, with effort to provide quality entertainment and activities
- (4) With three annual events successfully accomplished by this organization, we feel that the event has proven to be valuable to the community, and very affordable for the city and the citizens attending
- (5) As with item (4), the Board of Directors feel that our success for three years, and the records we have kept, demonstrate an ability to reach our goals and keep within reasonable budget commitments
- (6) Financial Statements are prepared and submitted.



Craig Prosser  
City of Tigard  
January 29, 2004  
Page 2

(7) The Funding Request per our previous agreements with the City of Tigard are based upon the encouragement our of other sources of revenue.

We hope you find the information contained herein to be adequate for the City's budgeting purposes. We also hope you look District forward to enjoying each year's event as much as we look forward to putting it on.

Last year, the City of Tigard approved an award of \$ 5,000.00 for the 2003/2004 fiscal year. For the fiscal year 2004/2005, the Board of Directors of Tigard Central Business District Association, Inc. requests \$ 5,000.00 in contribution from the City of Tigard. This is the same as was approved last year and we find it to be an adequate amount to ensure the success and continuation of the Tigard Blast celebration.

With regards to City in-kind contributions, we have identified the following impacted areas:

Public Works - estimated costs have not been determined

Police Department - The Police Department is advised of the event and incurs cost for what primarily is traffic control after the event. Officers are present during the event more for public relations than for any policing requirements. We support the Officers presence, making some very important contacts with the citizens and youth in particular.

Administration - estimated costs have not been determined

Should have questions about any of the above, please contact me for assistance.

Sincerely,



R. Michael Marr  
Treasurer

RMM/dbm

Enclosures

CC: Board Members

**TIGARD CENTRAL BUSINESS DISTRICT ASSOCIATION**  
**STATEMENT OF ASSETS, LIABILITIES, & FUND BALANCES**  
 Unaudited - Accrual Method

December 31, 2003

**SUMMARY**

Account Number		MTD December	YTD Current
<b>ASSETS</b>			
1450101	Cash - Petty Cash For Deposit	209.00	209.00
1450111	Cash - General Checking BofA	(284.74)	773.15
1450112	Cash - General Checking Other	0.00	0.00
	Prepaid Expenses & Deferred Charges		
1470111	Accounts Receivable - Other	(75.00)	5,100.00
1520101	Inventory	0.00	1,926.00
1530101	Prepaid Expenses Ann. Corp. Registr.		0.00
1530102	Prepaid Expenses Insurance	(17.25)	172.50
1530151	Deferred Charges	0.00	0.00
1570111	Equipment, Operations		7,433.83
1570121	Equipment, Office		0.00
1570161	Equipment, Operations Accum. Depreciation	(122.95)	(4,502.22)
1570171	Equipment, Office Accum. Depreciation		0.00
	Other Assets		
1580101	Other Assets Organization Costs		150.00
1580151	Other Assets Organization Costs - Amortization	(2.50)	(125.00)
		<hr/>	<hr/>
	<b>TOTAL ASSETS</b>	<b>(293.44)</b>	<b>11,137.26</b>
<b>LIABILITIES</b>			
	Accounts Payable & Accrued Expenses		
2600101	Acc Pay General	53.16	(44.67)
2600111	Acc Pay Payroll Net		0.00
2600112	Acc Pay Payroll FICA		0.00
2600113	Acc Pay Payroll FITW		0.00
2600114	Acc Pay Payroll SITW		0.00
2600115	Acc Pay Payroll W/Comp		0.00
2600122	Acc Pay Payroll FICA Employer		0.00
2600123	Acc Pay Payroll FUTA Employer		0.00
2600124	Acc Pay Payroll SUTA Employer		0.00
2600125	Acc Pay Payroll W/Comp Employer		0.00
2600126	Acc Pay Payroll TriMet Employer		0.00
2600127	Acc Pay Payroll Other		0.00
	Liabilities - Other		
2650101	Liabilities - Other Deferred Revenue	(25.50)	(25.50)
		<hr/>	<hr/>
	<b>TOTAL LIABILITIES</b>	<b>27.66</b>	<b>(70.17)</b>
<b>FUND BALANCES</b>			
2670101	Funds - Unrestricted		32,227.78
	Funds - Restricted		
	Paid-in or Capital Surplus		
2710101	Capital - Paid In Prior City of Tigard		(42,574.39)
2710102	Capital - Paid In Current City of Tigard	0.00	0.00
	Retained Earnings, Endowments, Accumulated Income, Other Funds		
2720101	Retained Earnings Prior		0.00
2720102	Retained Earnings Current (Gain) Loss	265.78	(720.48)
2720131	Other Funds		0.00
		<hr/>	<hr/>
	<b>TOTAL FUND BALANCES</b>	<b>265.78</b>	<b>(11,067.09)</b>

TIGARD CENTRAL BUSINESS DISTRICT ASSOCIATION  
STATEMENT OF REVENUE & EXPENSE SUMMARY  
Unaudited - Accrual Method

December 31, 2003

100.00%

Account Number	Annual Budget	MTD December	YTD Current	YTD % Budget
<b>Revenue Summary</b>	0.00	0.00	0.00	
Contributions, Gifts, Grants, Etc.	0.00	0.00	0.00	
Program Service Revenue	0.00	0.00	(438.50)	
Membership Dues / Assessments	0.00	0.00	0.00	
Interest - Savings / Investments	0.00	0.00	0.00	
Rental Income / Loss	0.00	0.00	0.00	
Investment Income - Other	0.00	92.24	(2,302.09)	
Special Events / Activities	0.00	0.00	0.00	
Sales of Inventory	0.00	0.00	0.00	
Revenue - Other	0.00	0.00	0.00	
<b>TOTAL REVENUE</b>	<b>0.00</b>	<b>92.24</b>	<b>(2,740.59)</b>	
<b>Expenditures Summary</b>	0.00	0.00	0.00	
Program Services	0.00	0.00	0.00	
Management & General	0.00	0.00	0.00	
5140126 Salaries & Wages	0.00	0.00	0.00	
5140129 Payroll Taxes	0.00	0.00	0.00	
5140130 Professional Fundraising Fees	0.00	0.00	0.00	
5140131 Accounting Services Paychex	0.00	0.00	0.00	
5140132 Legal Fees	0.00	0.00	0.00	
5140133 Supplies Admin	0.00	21.84	138.72	
5140134 Telephone	0.00	0.00	19.00	
5140135 Postage & Shipping	0.00	0.00	0.00	
5140136 Occupancy	0.00	0.00	19.00	
5140137 Equipment Rental & Maintenance	0.00	0.00	0.00	
5140138 Printing & Publication	0.00	0.00	0.00	
5140139 Travel	0.00	0.00	0.00	
Conferences, Conventions, Meetings	0.00	0.00	0.00	
5140140 Conf. Meetings	0.00	0.00	0.00	
5140140 Conf. Training	0.00	122.95	1,475.39	
5140142 Depreciation Expense - Equipment	0.00	9.00	36.00	
5140143 Other Bank Service	0.00	0.00	0.00	
5140144 Other Insurance (W/Comp)	0.00	0.00	0.00	
5140145 Other Contract Services (ODDA)	0.00	17.25	207.00	
5140146 Other Insurance (Liability)	0.00	0.00	75.00	
5140159 Other Special Events	0.00	0.00	0.00	
Other Committee .....	0.00	0.00	0.00	
5140161 Other .....	0.00	2.50	30.00	
5140191 Other Amortization Expense - Org. Costs	0.00	0.00	20.00	
5140192 Other Amortize Corporate Registration	0.00	0.00	0.00	
5140199 Other Deferred Debits	0.00	0.00	0.00	
<b>TOTAL EXPENDITURES -</b>	<b>0.00</b>	<b>173.54</b>	<b>2,020.11</b>	
<b>MANAGEMENT &amp; GENERAL</b>	0.00	0.00	0.00	
Fund Raising	0.00	0.00	0.00	
Paid to Affiliates	0.00	0.00	0.00	
<b>TOTAL EXPENDITURE</b>	<b>0.00</b>	<b>173.54</b>	<b>2,020.11</b>	
<b>NET CHANGE TO FUND BALANCE (GAIN) LOSS</b>	<b>0.00</b>	<b>265.78</b>	<b>(720.48)</b>	

**TIGARD FESTIVAL OF  
BALLOONS –**

**HAVE NOT RECEIVED  
APPLICATION FOR  
FUNDING**

# Tigard Graduation Celebration Committee

P.O. Box 23664  
Tigard, Oregon 97223

February 2, 2004

Craig Prosser  
Finance Director  
City of Tigard  
13125 SW Hall Blvd  
Tigard, OR. 97223

Dear Mr. Prosser,

Thank you for this opportunity to be considered for a grant from the City of Tigard.

Our group consists of Tigard High School parents who plan and put on the drug and alcohol free graduation celebration for the graduates from Tigard High School. As Tigard grows, so does the student body at Tigard High School, and in turn means a larger graduating class. The senior class this year is nearing 500 at this time. Historically, the celebration is attended by about 80% to 85 % of the graduates, which would mean about 400 students or more. Because of the large numbers, we are limited to facilities that can accommodate the large groups, with appropriate activities. This has meant we have to contract through organizations such as Grad Night or Party Works, since they have reserved the majority of large sites in the metro area. I believe this increases our costs, since we now have to go through a middleman, but we have few choices that are appropriate if we don't. This is one reason why the site costs are so high. We also want to provide the graduates their best option for celebrating that night. Some schools have gone back to planning the event at the high school, but attendance has dropped tremendously with those schools. The positive side is that the party planner does more of the work, and they also have appropriate entertainment that has been proven with the graduates.

An additional cost we are faced with this year is postage. In the past, we have been fortunate enough to add our flyers and information to the seniors with mailings from the school. Because of their budget issues, this option is no longer available, or extremely limited.

Please note that in order for us to continue, we find it imperative that we set aside a reserve of \$3,500.00, to serve as the seed money for the next year. We were not able to leave that in our account this past year, and as a result have struggled this year.

We understand that the funds the city can make available is limited. But we also feel that because of our event, we take 350 to 400 students off the streets and provide a safe environment for their celebration.

We appreciate the opportunity to apply for this grant. Please let me know if you need additional information or have any questions. Thank you for your consideration.

Sincerely,



Cathie Sorensen  
Chairman  
503-203-1427

CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171

**FY 2004-05**  
**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 2, 2004

Event Name: THS Drug and Alcohol Free Graduation Celebration

Address: P.O. Box 23664

City, State, Zip: Tigard, OR 97224

Contact Name: Cathie Sorensen

Telephone Number: 503-203-1427

E-mail address: Cathie@teleport.com

1. **Request** (express in whole dollar amounts only)

**Cash** \$ 2,000.00

**In-Kind Services** (use of City property, City staff support,  
etc. Please explain the services requested on a separate sheet) \$

**Total Request** \$ 2,000.00

2. **Purpose of Funding Request:**

To help offset the increased costs of a drug and alcohol free graduation celebration. We have found it necessary to work with a party planner, since they seem to acquire the rights to most of the larger sites that can accommodate a graduation class the size of Tigard. This does have a tendency of increasing the cost of the event. The benefit of working with a planner is that they have access to entertainment options that are age appropriate. From experience, they also know what the graduates enjoy. We also do our own fundraising, and participate with the THS TSO in their major fundraiser. The additional cost could be passed on to the students, but our goal is to encourage all the students to attend, and if we were to raise the price of a ticket, it could easily price some students right out of the party.

3. **How will this event benefit the Tigard Community?**

By providing a safe and fun environment for the THS graduates, we take 350 or more students off the streets. In addition to the student's safety, the event will make it safer for the rest of the community, and eliminating additional work for the police that night. It is also a way to congratulate the class, and give them an opportunity to celebrate safely.

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

We generally entertain about 80% to 85% of the graduating class, estimating about 350 students this year. In addition, there are more than 100 parents that help plan and carry out this event.

5. **Please submit the following information with this request:**

- a. **Detailed budget, including FY 2003-03 actual expenditures, FY 2003-04 Adopted Budget, and FY 2004-05 Proposed Budget. The Budget should identify beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. \*\***
- b. **Audit report or financial statements for the last fiscal year.\*\***
- c. **Articles of Incorporation.\***
- d. **501(c)(3) status.\***
- e. **Organization Bylaws\***

\* Information not required if it has been submitted at least once in the last five years.

\*\* Lack of adequate financial information could result in denial of request.

*An electronic version of this application is available by contacting Heather Block at [heather@ci.tigard.or.us](mailto:heather@ci.tigard.or.us)*

# THS GRAD NIGHT CELEBRATION

## TREASURER'S REPORT

As of 6/30/03

**Beginning cash** **35.21**

<b>Income</b>	<b>Year to Date</b>
50/50	1,941.00
COMMERCIAL DONATIONS	3,310.00
GRANTS	1,000.00
INTEREST	7.10
PARENT DONATIONS	1,285.00
GRAD NIGHT FUNDRAISERS	11,889.75
TICKET SALES	<u>15,605.00</u>
<b>TOTAL INCOME</b>	<b>35,037.85</b>

### **EXPENSES**

CAMERAS	1,492.50
DECORATIONS/SET-UP	242.83
ENTERTAINMENT/ACTIVITIES	242.85
FOOD	
INSURANCE	250.00
MISCELLANEOUS - BUS DRIVER GIFTS	117.97
POSTAGE/PO BOX	768.44
PRIZES	2,501.44
PRINTING/LETTERHEAD	-
PUBLICITY/THANK YOU AD	392.52
SITES	24,382.50
FUNDRAISING EXPENSES	<u>3,344.09</u>
<b>TOTAL EXPENSES</b>	<b>33,735.14</b>

**Ending Cash** **1,337.92**



## 2004 Grad Night Treasurer's Report

	2003-2004 Actual	2003-2004 Budget	2004 -2005 PROPOSED BUDGET
<b><u>Income</u></b>			
<b>50/50</b>	<b>1218.50</b>	<b>1,250.00</b>	<b>1,450.00</b>
<b>COMMERCIAL DONATIONS</b>	<b>300.00</b>	<b>2,500.00</b>	<b>3,000.00</b>
<b>TSO FUNDRAISER</b>		<b>5,000.00</b>	<b>5,000.00</b>
<b>INTEREST</b>	<b>.56</b>	<b>5.00</b>	<b>5.00</b>
<b>PARENT DONATIONS</b>	<b>50.00</b>	<b>2,500.00</b>	<b>2,500.00</b>
<b>GRAD NIGHT FUNDRAISERS</b>	<b>1899.56</b>	<b>2,000.00</b>	<b>2,500.00</b>
<b>GRANTS ETC.</b>		<b>2,500.00</b>	<b>2,500.00</b>
<b>TICKET SALES</b>	<b>955.00</b>	<b>13,500.00</b>	<b>14,000.00</b>
<b>TOTAL INCOME</b>	<b>4423.96</b>	<b>29,255.00</b>	<b>30,955.00</b>
<b><u>EXPENSES</u></b>			
<b>BUSES</b>			
<b>CAMERAS</b>		<b>1500.00</b>	<b>1500.00</b>
<b>DECORATIONS/SET UP</b>		<b>350.00</b>	<b>400.00</b>
<b>ENTERTAINMENT/ACTIVITIES</b>		<b>500.00</b>	<b>500.00</b>
<b>FOOD</b>		<b>150.00</b>	<b>250.00</b>
<b>INSURANCE</b>		<b>400.00</b>	<b>500.00</b>
<b>MISC. (BUS DRIVER GIFTS)</b>		<b>150.00</b>	<b>200.00</b>
<b>POSTAGE/PO BOX</b>	<b>253.00</b>	<b>1000.00</b>	<b>1200.00</b>
<b>PRIZES</b>		<b>3000.00</b>	<b>3000.00</b>
<b>PRINTING/LETTERHEAD</b>		<b>200.00</b>	<b>200.00</b>
<b>PUBLICITY/THANK YOU AD</b>		<b>350.00</b>	<b>400.00</b>
<b>CLEANING DEPOSIT</b>		<b>250.00</b>	<b>500.00</b>
<b>SECURITY DEPOSIT</b>		<b>750.00</b>	<b>500.00</b>
<b>SITES</b>	<b>500.00</b>	<b>20,654.00</b>	<b>21,750.00</b>
<b>DISCRETIONARY</b>	<b>175.00</b>		
<b>TOTAL EXPENSES</b>	<b>928.00</b>	<b>29,254.00</b>	<b>30,900.00</b>

Bank balance as of last bank statement- January 27, 2004 4383.36



16570 SW Roy Rogers Road  
Sherwood, OR 97140  
(503) 590-5813 • fax (503) 590-6702  
info@tualatinriverkeepers.org

# TRANSMITTAL

**To:** Craig Prosser, Finance Director  
City of Tigard

**From:** Margot Fervia-Neamtzu

**Phone:** (503) 639-4171

**Pages:**

**Fax:**

**Date:** February 2, 2004

**Re:** 2004-2005 Grant Request

**CC:**

**Comments:**

Enclosed please find the following:

- FY 2004-2005 Community Events Funding Request
- Grant Proposal
- Tualatin Riverkeepers' Trips & Tours 2004 Schedules
- FY 2003-04 Budget  
*Please note, we have not prepared our FY 2004-05 Proposed Budget.*
- FY 2002-03 Actual Expenditures
- Statement of Financial Activities from Jun03 to Dec03  
*Please note, we have not yet received our Audited Report for FY 2002-2003.*
- Annual Report

CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171

**FY 2004-05**  
**COMMUNITY EVENTS FUNDING REQUEST**

Event Name: Tualatin Riverkeepers' Trips & Tours 2004 Season  
Address: 16507 SW Roy Rogers Road  
City, State, Zip: Sherwood, OR 97140  
Contact Name: Sue Marshall  
Telephone Number: (503) 590-5813

1. **Request** (express in whole dollar amounts only)

<b>Cash</b>	<b>\$ 2,500</b>
<b>In-Kind Services</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	<b>\$ 500</b>
<b>Total Request</b>	<b>\$ 3,000</b>

2. **Purpose of Funding Request:**

To support the Tualatin Riverkeepers Trips & Tours 2004 Season. This program provides local recreational opportunities, raises environmental awareness and engages the public in watershed stewardship. The season includes the 15<sup>th</sup> Annual Tualatin River Discovery Day.

3. **How will this event benefit the Tigard Community?**

This year, we have two paddle trips scheduled in Tigard. Our events are open to the public, but many participants are local community members, including Tigard residents. There are also many Trips & Tours program volunteers who are Tigard residents.

Our Annual Discovery Day event hosts over **200 participants** and involves the help of over **70 volunteers**, most from local communities.

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

Based on last year's involvement of 30 (out of over 300) participants and 10 (out of 60) volunteers who reside in Tigard, there will be at least that many involved this year as our program continues to thrive and grow.

**5. Please submit the following information with this request:**

- a. Detailed budget, including FY 2002-03 actual expenditures, FY 2003-04 Adopted Budget, and FY 2004-05 Proposed Budget. The Budget should identify beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. \*\***
- b. Audit report or financial statements for the last fiscal year.\*\***
- c. Articles of Incorporation.\***
- d. 501(c)(3) status.\***
- e. Organization Bylaws\***

**\* Information not required if it has been submitted at least once in the last five years.**

**\*\* Lack of adequate financial information could result in denial of request.**

## Tualatin Riverkeepers' Trips & Tours Program

The Tualatin Riverkeepers' Trips & Tours Program is the "heart and soul" of our organization. Giving the members of our community a chance to explore the river helps them understand why it needs to be both protected and restored. Once Tigard residents realize what a beautiful jewel of a river flows through their community, it usually takes just one experience on or near the water to get them to care about its status and realize what a significant part of our community it is.

We offer many events designed to help the public get to know the Tualatin River and its watershed. This year, as in years past, we will host a number of events including over sixteen public canoe trips, a van tour of the Upper Tualatin River, at least five special audience outreach paddle trips, a trip leader training course, a series of birding classes, and free monthly nature hikes (highlighting locations in *Exploring the Tualatin River Basin - A Nature and Recreation Guide by the Tualatin Riverkeepers*). We attempt to offer something for everyone.

We will continue our free monthly hikes this season, including a tour around Cook Park's wetlands where participants can enjoy a diversity of avian wildlife and a plethora of native flora. We look forward to continuing to host more events through Tigard city parks and natural areas.

On June 26, 2004, the Tualatin Riverkeepers will hold their **15<sup>th</sup> Annual Tualatin River Discovery Day**, the largest paddling event held each year on the Tualatin River. This event is a wonderful way for those in our community to be both introduced and reintroduced to the river. We expect more than 100 canoes and kayaks carrying over 200 people to join us as we paddle through the Tualatin River National Wildlife Refuge for a second consecutive year. As this refuge is not yet open to the public, our Discovery Day event offers a rare opportunity of local residents to explore this urban refuge.

There will be a community environmental fair at the end of the paddle. Local governmental agencies, community groups and volunteer organizations will be on hand to introduce and educate the community about their work. We will once again publish *Tualatin River Tales*, a historical and ecological guide focusing on the stretch of the Tualatin River that we will be paddling, which will be distributed to all participants.

This year, we are requesting \$2,500 from the City of Tigard for costs incurred from these events. Costs include, but are not limited to: equipment rental and upkeep, traffic control, printing of *Tualatin River Tales*, commemorative t-shirts and posters, staffing for reservations and information, and volunteer recruitment and coordination. We are also requesting use of the Cook Park boat ramp, dock and restrooms for at least two paddle trips this season, which are included in an estimated value of \$500 for in-kind services throughout the year.

For the past five years, The Tualatin Riverkeepers have enjoyed the generous support of the City of Tigard for our Trips & Tours program. Our programs continue to become more successful with the help and commitment of cities like yours. We look forward to a continuing cooperative and prosperous relationship with the City of Tigard.



### **Tualatin Riverkeepers' Trips & Tours 2004 Paddle Season**

While Tualatin Riverkeepers (TRK) trips are open to all members and the general public, space is limited and reservations are required. There is a trip charge of \$5 per person for TRK members and \$10 for nonmembers. Canoes are available to members free of charge by reservation. Nonmembers may rent our canoes for our paddle trips for \$20. Alcohol is not permitted on trips or tours and personal flotation devices must be worn on paddle trips. TRK trips may be cancelled due to severe weather (lightning, flooding, ice, etc.), but will often take place in light rain. Please dress accordingly. All trip leaders are volunteers and are not compensated for the time and energy that they put in to making our Trips & Tours Program successful. Trips may be canceled if we are unable to recruit sufficient volunteer support to lead a safe and enjoyable trip. For more information or to register, please contact us at (503)590-5813 or [info@tualatinriverkeepers.org](mailto:info@tualatinriverkeepers.org).

**May 2, Sunday. Springtime Paddle Trip (Beginner)**

Where: Brown's Ferry Park, Tualatin. Time: 11 am to 2 pm

**May 8, Saturday. Metro Paddle and Hike with Naturalist James Davis (Beginner/Intermediate)**

Where: Munger Property, Scholls. Time: 10 am to 2 pm

**May 15, Saturday. International Migratory Songbird Festival FREE Paddles (Beginner/Intermediate)**

Where: Tualatin River National Wildlife Refuge, Sherwood. Times: 11 am & 2 pm

**June 5, Saturday. Blue Heron Week Celebration Paddle Trip (Intermediate/Advanced)**

Where: Rood Bridge Park, Hillsboro to Eagle Landing, Scholls. Time: 10 am to 4 pm

**June 12, Saturday. Metro Paddle and Hike with Naturalist James Davis (Beginner/Intermediate)**

Where: Munger Property, Scholls. Time: 10 am to 2 pm

**June 26, Saturday. 15th Annual Tualatin River Discovery Day**

Where: Tualatin River National Wildlife Refuge. Time: 9 am to 3 pm

**July 11, Sunday. Summer Paddle Trip (Beginner)**

Where: Rivermeade, Tigard. Time: 9 am to noon

**July 24, Saturday. Summer Paddle Trip (Beginner)**

Where: Rivergrove Park, Lake Oswego. Time: 10 am to 1 pm

**August 7, Saturday. Summer Paddle Trip (Intermediate)**

Where: Eagle Landing, Scholls. Time: 10 am to 1 pm

**August 21, Saturday. Mid-Summer's Night Paddle Trip (Beginner)**

Where: Tualatin Community Park, Tualatin. Time: 6 pm to 8 pm

**September 11, Saturday. School's In! Summer Paddle Trip (Beginner)**

Where: Cook Park, Tigard. Time: 11 am to 2 pm

**September 18, Saturday. End of Summer Paddle Trip (Intermediate)**

Where: 99 Bridge, Tualatin. Time: noon to 4 pm

**September 25, Saturday. Upper Tualatin River Van Tour**

Where: Upper Tualatin River areas. Time: 9 am to 5 pm

**October 2, Saturday. Fall Paddle Trip (Beginner)**

Where: Tualatin Community Park, Tualatin. Time: noon to 3 pm

**October 16, Saturday. National Refuge Week - Paddles on the Refuge (Intermediate)**

Where: Tualatin River National Wildlife Refuge, Sherwood. Time: 11 am & 2 pm

*Dates and time subject to change. Please check our web-site for updates at [www.tualatinriverkeepers.org](http://www.tualatinriverkeepers.org).*

**Tualatin Riverkeepers  
2003-04 Budget**

**Statement of Activities**

	Watershed Watch	Restoration	Public Ed & Outreach	Organizational Development	Management	Total
<b>Revenue</b>						
New Revenue						
Foundation Grants	24,000	16,500	15,000	3,000	-	58,500
Government Grants	-	10,000	6,000	-	-	16,000
Memberships - IND/ORG	-	-	-	34,000	-	34,000
Appeals/Major Gifts	-	-	-	15,000	-	15,000
Corporate Support	-	-	-	20,000	-	20,000
Events	-	-	-	35,000	-	35,000
ESO Workplace Giving	-	-	-	-	7,270	7,270
Contract Services/Trips	-	-	3,500	-	-	3,500
Sales of Materials	-	-	5,290	-	-	5,290
In-Kind Donations	-	-	-	-	6,000	6,000
Other	-	-	-	-	3,000	3,000
Interest	-	-	-	-	2,800	2,800
	24,000	26,500	29,790	107,000	19,070	206,360
Released Revenue						
Foundation Grants	26,252	15,000	-	70,000	-	111,252
Government Grants	-	106,668	-	-	-	106,668
	26,252	121,668	-	70,000	-	217,920
<b>Total Revenue</b>	<b>50,252</b>	<b>148,168</b>	<b>29,790</b>	<b>177,000</b>	<b>19,070</b>	<b>424,280</b>
<b>Expenses</b>						
Personnel						
Salaries	42,700	36,100	13,100	60,400	23,100	175,400
Taxes and Fringe Benefits	9,821	8,303	3,013	13,892	5,313	40,342
Americorps	2,500	2,500	-	-	-	5,000
	55,021	46,903	16,113	74,292	28,413	220,742
Operating						
Contract Services	-	80,000	-	-	-	80,000
Professional Services	1,745	1,345	2,145	17,145	7,445	29,825
Occupancy	1,200	1,200	1,200	1,200	1,200	6,000
Insurance	-	2,829	-	1,000	1,554	5,383
Telephone	816	816	816	816	1,200	4,464
Office Supplies	800	800	800	800	800	4,000
Postage	700	700	700	900	700	3,700
Printing	960	960	960	1,260	960	5,100
Production of Publications	4,000	500	500	-	-	5,000
Advertising	-	-	-	-	300	300
Dues	100	100	100	100	200	600
Member Outreach	-	-	3,500	500	-	4,000
Travel	511	511	511	511	511	2,555
Conferences/Training	800	800	800	800	800	4,000
Meetings/Food & Beverages	-	-	-	7,500	-	7,500
Miscellaneous	-	-	-	500	2,000	2,500
Depreciation	-	800	2,000	-	999	3,799
	11,632	91,361	14,032	33,032	18,669	168,726
<b>Total Expenses</b>	<b>66,653</b>	<b>138,264</b>	<b>30,145</b>	<b>107,324</b>	<b>47,082</b>	<b>389,468</b>
<b>Increase/(Decrease) in Net Assets</b>	<b>(16,401)</b>	<b>9,904</b>	<b>(355)</b>	<b>69,676</b>	<b>(28,012)</b>	<b>34,812</b>

8  
Tualatin Riverkeepers  
for 12 Periods Ended 6/30/2002  
Statement of Financial Activity Consolidated Departments  
For the Twelve Months Ending June 30, 2003

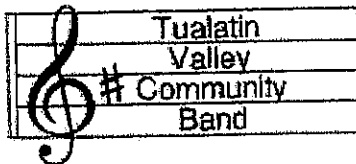
	Current Month	Year to Date	2002-2003 Budget
<b>Revenues</b>			
Foundations Grants	8,724.00	90,248.00	100,000.00
Government Grants	344.34	55,545.18	117,653.00
Memberships - IND/ORG	1,756.00	28,346.00	27,000.00
Contributions	515.06	28,074.41	16,500.00
Major Gifts	0.00	5,000.00	10,000.00
Corporate Support	5,100.00	8,626.90	13,000.00
Government Support	3,800.00	3,800.00	0.00
ESOR Workplace Giving	569.73	5,042.14	6,444.00
Contract Services/Trips	60.00	2,462.03	4,000.00
Sales of Materials	410.15	2,749.03	6,652.00
In-Kind Donations	500.00	6,000.00	6,000.00
Interest	69.15	1,628.02	2,800.00
Other Contributions	0.00	1,845.00	0.00
Government Agency Fees	0.00	171.47	0.00
<b>Total Revenues</b>	<b>21,848.43</b>	<b>239,538.18</b>	<b>310,049.00</b>
<b>Expenses</b>			
Salaries	10,791.67	113,954.89	126,960.00
Taxes and Fringe Benefits	3,097.39	26,565.19	28,051.00
<b>Total Personnel</b>	<b>13,889.06</b>	<b>140,520.08</b>	<b>155,011.00</b>
Contract Services	671.34	44,504.59	49,098.00
Occupancy/Insurance	500.00	11,165.00	11,856.00
Telephone	265.24	3,139.85	3,300.00
Office Supplies	704.19	4,082.08	3,500.00
Postage	1,159.61	4,213.93	4,300.00
Printing	2,580.40	6,286.29	5,900.00
Production Of Publications	0.00	4,186.14	6,180.00
Advertising	130.64	351.84	0.00
Member Outreach	22.00	1,321.51	3,050.00
Memberships	0.00	475.00	600.00
Travel	530.85	1,531.30	2,555.00
Conferences/Training	145.00	1,043.36	3,000.00
Equipment rental/maintenance	49.95	719.84	800.00
Meetings/Food & Beverages	66.94	7,259.57	7,450.00
Miscellaneous	54.99	917.68	2,000.00
Depreciation	285.45	3,425.40	3,424.00
<b>Total Support Costs</b>	<b>7,166.60</b>	<b>94,623.38</b>	<b>107,013.00</b>
<b>Total Expenses</b>	<b>21,055.66</b>	<b>235,143.46</b>	<b>262,024.00</b>
<b>Net Income</b>	<b>792.77</b>	<b>4,394.72</b>	<b>48,025.00</b>

FY 2002-03 Actual Expenditures



8  
Tualatin Riverkeepers  
Statement of Financial Activity  
For the Six Months Ending December 31, 2003

	Current Month	Year to Date	2003-2004 Budget
<b>Revenues</b>			
Foundations Grants	9,499.00	66,747.00	169,752.00
Government Grants	31,157.05	64,351.68	122,668.00
Memberships - IND/ORG	3,381.00	15,021.00	34,000.00
Appeals/Major Gifts	1,775.80	1,974.60	15,000.00
Corporate Support	0.00	117.00	20,000.00
Events	0.00	5,249.80	35,000.00
ESOR Workplace Giving	0.00	3,023.65	7,270.00
Contract Services/Trips	0.00	1,470.00	3,500.00
Sales of Materials	87.97	674.93	5,290.00
In-Kind Donations	500.00	3,000.00	6,000.00
Other Income	0.00	150.00	3,000.00
Interest	27.02	340.37	2,800.00
<b>Total Revenues</b>	<b>46,427.84</b>	<b>162,120.03</b>	<b>424,280.00</b>
<b>Expenses</b>			
Salaries	14,519.15	78,192.20	175,400.00
Taxes and Fringe Benefits	4,007.39	20,164.54	40,342.00
Americorps	0.00	0.00	5,000.00
<b>Total Personnel</b>	<b>18,526.54</b>	<b>98,356.74</b>	<b>220,742.00</b>
Contract Services	26,956.32	55,008.37	80,000.00
Professional Services	152.08	4,704.12	29,825.00
Occupancy	500.00	3,000.00	6,000.00
Insurance	4,252.00	5,377.00	5,383.00
Telephone	309.93	1,586.86	4,464.00
Supplies	34.90	2,347.73	4,000.00
Equipment Purchases	<500.00>	3,511.96	0.00
Postage	28.43	1,400.45	3,700.00
Printing	0.00	2,654.13	5,100.00
Publications	568.00	2,264.67	5,000.00
Advertising	0.00	0.00	300.00
Dues	0.00	275.00	600.00
Member Outreach	0.00	689.21	4,000.00
Travel	21.24	536.83	2,555.00
Conferences/Training	17.95	541.70	4,000.00
Meetings/Food & Beverages	0.00	486.48	7,500.00
Miscellaneous	145.72	489.00	2,500.00
Depreciation	269.74	1,618.44	3,799.00
<b>Total Support Costs</b>	<b>32,756.31</b>	<b>86,491.95</b>	<b>168,726.00</b>
<b>Total Expenses</b>	<b>51,282.85</b>	<b>184,848.69</b>	<b>389,468.00</b>
<b>Net Income</b>	<b>&lt;4,855.01&gt;</b>	<b>&lt;22,728.66&gt;</b>	<b>34,812.00</b>
<b>Budgeted Released Revenue</b>			
Government Grants	8,860.00	56,388.00	
Foundation Grants	9,099.00	60,847.00	



*Tualatin Valley Community Band*  
*P.O. Box 230773*  
*Tigard, OR 97281-0773*

January 27, 2004

Mr. Craig Prosser  
Finance Director  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223

Dear Mr. Prosser,

I am pleased to submit our 2004 Community Event Funding Request to the City of Tigard. I believe the material provided is complete. If you have any questions about the content of this application, do not hesitate to contact me at 503-414-3058 or [p.pasteris@verizon.net](mailto:p.pasteris@verizon.net).

I look forward to working with you and the City to continue our Band's tradition of serving the Tigard Community with quality musical performances and community services.

Sincerely,

Phil Pasteris  
President, Tualatin Valley Community Band

Cc: Tualatin Valley Community Band Board of Directors, TVCB, P.O. Box  
97281-0773, Tigard, OR

# **Tualatin Valley Community Band FY-2004 Community Event Funding Request**

**Event Name:** Tualatin Valley Community Band - <http://www.tvcb.gen.or.us>  
**Address:** P.O. Box 230773, Tigard, Oregon 97281-0773  
**Contacts:** Phil Pasteris, Board President, 639-9740 (h), 414-3058 (w), [p.pasteris@verizon.net](mailto:p.pasteris@verizon.net)  
Steve Heuser, Music Director, 691-1446 (h), 691-9700 (w) [steve.heuser@verizon.net](mailto:steve.heuser@verizon.net)

## **1. Request**

**Cash** \$2,000  
**In-kind Services** Use of the Scheckla-Bishop Structure for weekly rehearsals and free summer concerts.  
**Total Request** \$2,000

## **2. Purpose of Funding Request:**

The Tualatin Valley Community Band (TVCB) is a State of Oregon recognized nonprofit organization with a three-fold mission (1) to provide high quality live public music performances for civic and educational functions, (2) to provide an opportunity for musicians of all ages and ethnic backgrounds to perform music, and (3) to foster music education by providing individual scholarships and donations to music education programs. TVCB was formed in 1989 and has been under the direction of Steve Heuser since 1991. TVCB has approximately 70 members, member ages ranging from teens to 70s.

TVCB is requesting a grant of \$2,000 this year, an increase of \$150, to accommodate increased rental costs for free concerts performed at the Tigard or Tualatin High School auditoriums. Costs have increased from \$350 to \$520 per concert during the past year. The Tigard 2003, 2002, and 2001 grants were each \$1,850; therefore we seek your support to continue to perform public concert in a high quality facility.

The requested funds would be used as follows (see Adopted Budget for details):

- Tigard/Tualatin High School Auditorium rental,  
2 free concerts @ \$525/concert .....\$1,050
- Music scores, approximately 6-8 .....\$500
- Liability insurance to perform free public concerts in Tigard.....\$450
- Total Request** **\$2,000**

## **3. How will this event benefit the Tigard Community?**

TVCB provides Tigard with public concerts that raise the awareness of Arts in our community. TVCB also supports the Tigard-Tualatin school system by providing students a no-cost opportunity to participate and extend their training from a musical organization during non-school hours. During 2003, the TVCB provided ten free public events in the Tigard - Portland metropolitan area:

1. Adult Band Festival, Dallas, Oregon, March 8, 2003
2. Spring Concert, Tigard High School, May 4, 2003
3. Pacific Point Retirement Concert, May 20<sup>th</sup>, 2003
4. Smith Aviation Museum, McMinnville, Oregon, June 1, 2003

**Tualatin Valley Community Band FY-2004  
Community Event Funding Request**

5. Tigard 4th of July Celebration, Tigard High Football Stadium, July 4, 2003
6. Tigard Optimists Fund Raiser, Tigard Soccer Field, July 19, 2003
7. A 50th Anniversary Commemoration: The End of the Korean War, Cook Park, July 27, 2003
8. St. Anthony's 125<sup>th</sup> Anniversary Picnic, Cook Park, September 14, 2003
9. TVCB Winter Concert, Tigard High School, December 14, 2003
10. Zoo Lights, Oregon Zoo, December 16, 2003

The TVCB plans to carry out a similar performance schedule in 2004. Our rehearsals are open to the public in Cook Park every Tuesday evening during the summer.

**4. How Many Tigard residents do you anticipate participating in these events?**

Several thousand Tigard residents attend the Fourth of July concert; several hundred attended the Korean War End of Hostilities concert and the St. Anthony's 125<sup>th</sup> Anniversary Picnic. Approximately 250 community members attend each indoor concert. Our publicity committee works with the City of Tigard and all media outlets to publicize upcoming concerts.

**Tualatin Valley Community Band FY-2004  
Community Event Funding Request**

5. Financial Information

5.a.1 FY-2003 Actual Expenditures

tvcb-Bank, Cash, CC Accounts

TVCB 2003 Cash Flow Report  
2003/01/01 Through 2003/12/31

2004/01/19

Page 1

Category Description	2003/01/01- 2003/12/31
----------------------	---------------------------

INFLOWS

Donations	3,496.05
Portfolio Rent	4.00
T-Shirt Sales	330.00
FROM Scholarship Fund	946.00
FROM Sheet Music Svc	90.00

TOTAL INFLOWS	4,866.05
---------------	----------

OUTFLOWS

Bank Chrg	20.00
Business Tax	20.00
Entry Fees	100.00
Festival Exp	100.00
Finance Charge	5.48
Insurance	443.00
P O Box Rent	38.00
Postage	54.39
Printing	321.48
Rent Paid	1,287.25
Shipping	14.80
T-Shirt Cost	338.80
TO Scholarship Fund	300.00
TO Sheet Music Svc	939.00

TOTAL OUTFLOWS	3,982.20
----------------	----------

OVERALL TOTAL	883.85
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# Tualatin Valley Community Band FY-2004 Community Event Funding Request

## 5.a.2      FY-2004 TVCB Adopted Budget

### INCOME

Donations	2,900.00
T-Shirt Sales	75.00
From Scholarship fund	500.00
From Sheet Music Svc	60.00

TOTAL INCOME	3,535.00
--------------	----------

### EXPENSES

Bank Chrg	0.00
Business Tax	50.00
Entry Fees	100.00
Finance Charge	6.00
Insurance	450.00
P O Box Rent	38.00
Postage	54.00
Printing	320.00
Rent Paid	1,050.00
Shipping	0.00
T-Shirt Cost	200.00
TO Scholarship Fund	300.00
TO Sheet Music Svc	600.00

TOTAL EXPENSES	3,168.00
----------------	----------

TOTAL INCOME - EXPENSES	367.00
-------------------------	--------

#### Notes as follows:

1. Rent Paid: Tigard-Tualatin School District auditorium rental costs are budgeted for two at \$525.00 per performance.
2. Scholarship: Amounts distributed are divided based on amount available and will not exceed \$300 per individual.
3. Cash balance is \$1,940.24.00 as of 12/31/2003.
4. Major revenue sources for 2003 were the City of Tigard \$1,850, Portland General Electric \$500, Tigard 4<sup>th</sup> of July \$200, concert donations \$950. The Saxton Scholarship Fund received \$946.
5. Major expenditures were for auditorium rental \$1,287.25, liability insurance \$443, Music \$939, printing \$321 and the Saxton Scholarship Fund \$300.
6. Authorized positions are as follows: Phil Pasteris, President; Tim Roberts, Secretary; Lee Boekelheide, Treasurer; Steve Heuser, TVCB Music Director; Chris Lewis, Librarian. Board Members Phil DeLuca, Dave Nelson, Darla Bowman, Sandy Ruff, Ray Beyers. All positions are uncompensated.

## 5.a.3      FY-2005 TVCB Proposed Budget

TVCB utilizes an annual budget cycle. A 2005 budget will be developed at the end of 2004.

# Tualatin Valley Community Band FY-2004 Community Event Funding Request

## 5.b Financial Statements

The TVCB FY-2002 check register from Quicken is presented.

TVCB Checking						Page 1
Checking						
04/01/25						
Date	Num	Transaction	Payment	C	Deposit	Balance
03/01/03	DEP	Cash		R	95.00	3,593.39
		memo: 12/15 concert donations				
		cat: [Scholarship Fund]				
03/01/05	376	Salem Concert Band	100.00	R		3,493.39
		memo: fee for 8 Mar Adult Band Fe...				
		cat: Entry Fees				
03/01/06	DEP	Cash		R	32.00	3,525.39
		memo: 11/20 concert donations				
		cat: Donations				
03/01/06	377	Sheet Music Service of Port...	70.50	R		3,454.89
		memo: cust 58680: 135420, 137967				
		SPLIT [Sheet Music Svc]			0.00	
		[Sheet Music Svc]				
		135420				
		[Sheet Music Svc]	68.50			
		137967				
		Finance Charge	2.00			
03/02/04	DEP	Edwin & Dorothy Nuhring		R	15.00	3,469.89
		cat: [Scholarshp Fund]				
03/02/09	378	Corporation Division	20.00	R		3,449.89
		memo: 2003 444948-88				
		cat: Business Tax				
03/02/09	379	Tigard Tualatin School Dist...	320.50	R		3,129.39
		memo: inv 1684				
		cat: Rent Paid				
03/02/11	380	Phil Pasteris	33.80	R		3,095.59
		memo: reimb				
		SPLIT Shipping				
		Shipping	14.80			
		postage for mailing tank you n				
		P O Box Rent	19.00			
03/02/18		Wells Fargo Bank Northwest,...	20.00	R		3,075.59
		memo: new checks				
		cat: Bank Chrg				
03/02/26	381	Sheet Music Service of Port...	85.00	R		2,990.59
		memo: cust 58680: 148822				
		SPLIT [Sheet Music Svc]				
		[Sheet Music Svc]	85.00			
		148822				
03/02/27	DEP	Linda Saxton		R	100.00	3,090.59
		cat: [Scholarshp Fund]				
03/02/27	DEP	Elizabeth Barbuto		R	15.00	3,105.59
		memo: t shirt				
		cat: T-Shirt Sales				

**Tualatin Valley Community Band FY-2004  
Community Event Funding Request**

03/03/23 382	Lone Mountain Sportswear memo: 16 Band shirts cat: T-Shirt Cost	192.80 R		2,912.79
03/03/24 DEP	Cash memo: t-shirt receipts SPLIT T-Shirt Sales T-Shirt Sales Blake Philips T-Shirt Sales Julie Pasteris T-Shirt Sales Darla Bowman T-Shirt Sales Phil Brooks T-Shirt Sales Chuck Gauger Donations Chuck Gauger T-Shirt Sales Brandon Van Dyke	R	95.00	3,007.79
03/03/24 DEP	Denise Alcorn cat: T-Shirt Sales	R	15.00	3,022.79
03/03/24 DEP	Robert S. Downs, Jr. cat: T-Shirt Sales	R	15.00	3,037.79
03/03/24 DEP	Caroline J. Merrick cat: T-Shirt Sales	R	15.00	3,052.79
03/03/24 DEP	Jay H. Post memo: In memory of Kara Zander cat: [Scholarshp Fund]	R	100.00	3,152.79
03/04/01 DEP	Lutheran Church, Idaho Falls memo: donation cat: [Scholarshp Fund]	R	486.00	3,638.79
03/04/29 DEP	Cash SPLIT T-Shirt Sales T-Shirt Sales Greg Hart T-Shirt Sales Stefan Hutchison Donations Stefan Hutchison	R	35.00	3,673.79
03/04/29 383	Tigard Tualatin School Dist... memo: dep Deb Fennel 4 May concert cat: Rent Paid	150.00 R		3,523.79
03/04/29 384	Justin Bowman memo: 2003 Saxton Memorial Schola... cat: [Scholarshp Fund]	300.00 R		3,223.79
03/05/06 DEP	Cash memo: donations concert 4 May cat: Donations	R	300.05	3,523.84
03/05/06 DEP	James Allen memo: concert 4 May cat: Donations	R	20.00	3,543.84
03/05/06 DEP	Donna Harlan memo: concert 4 May cat: Donations	R	20.00	3,563.84



# Tualatin Valley Community Band FY-2004 Community Event Funding Request

03/05/06 DEP	Clara M. Porter memo: concert 4 May cat: Donations	R	15.00	3,578.84
03/05/26 385	Sheet Music Service of Port... memo: cust 58680: inv 153083, 155... SPLIT [Sheet Music Svc]	339.58 R		3,239.26
	[Sheet Music Svc] 153083	172.00		
	[Sheet Music Svc] 155779	100.00		
	[Sheet Music Svc] 156368	65.00		
03/05/27 DEP	Finance Charge Cash SPLIT T-Shirt Sales T-Shirt Sales Stephen P. Jachim Donations	2.58 R	25.00	3,264.26
	Rich Watkins		15.00	
	Spiky Hair Trumpet		10.00	
03/06/09 DEP	SPLIT T-Shirt Sales	R	20.00	3,284.26
	T-Shirt Sales		15.00	
	Donations		5.00	
03/06/09 386	folder Dave Nelson memo: expenses concert 4 May 2003 SPLIT Printing Printing Sir Speedy - Posters Printing Sir Speedy - Donation info pos Printing Staples - copy paper for flyer Printing Staples - Envelopes Postage Printing Office Depot - copy paper for Printing JB Gray & Son - plates for bro Printing SuperDigital - ticket cases	271.62 R		3,012.64
	Cash			
03/06/10 DEP	memo: \$3 from leftover Dan Straus... cat: Donations	R	5.00	3,017.64
03/06/19 387	Safeco memo: acct 205611053701 cat: Insurance	443.00 R		2,574.64
03/07/15 DEP	City Of Tigard memo: 2003-2004 donation cat: Donations	R	1,850.00	4,424.64
03/07/20 DEP	Tigard Fourth Of July, Inc. memo: 4 July 2003 cat: Donations	R	200.00	4,624.64
03/07/20 388	Postmaster memo: box 230773 rent thru 31 Jan... cat: P O Box Rent	19.00 R		4,605.64

# Tualatin Valley Community Band FY-2004 Community Event Funding Request

03/07/20 389	Sheet Music Service of Port...	78.50 R		4,527.14
	memo: cust 58680: inv 158648, 159296			
	SPLIT [Sheet Music Svc]			
	[Sheet Music Svc]	168.50		
	158648			
	[Sheet Music Svc]		90.00	
	159296			
03/08/25 390	Tigard-Tualatin School Dist...	516.75 R		4,010.39
	memo: inv #1929, 1931			
	SPLIT Rent Paid			
	Rent Paid	147.00		
	bal of \$297 inv 1929 Tual HS 4			
	Rent Paid	369.75		
	inv 1931 for Deb Fennel 2 Dec			
03/09/03 DEP	Karen Molloy	R	15.00	4,025.39
	memo: Jenni's band shirt			
	cat: T-Shirt Sales			
03/09/15 DEP	St. Anthony's Parish	R	400.00	4,425.39
	memo: 125th Anniversary, Cooks Park			
	cat: Donations			
03/10/08	Suphawadee Ross	R	4.00	4,429.39
	memo: music folder for Erryn Ross			
	cat: Portfolio Rent			
03/10/27 391	Sheet Music Service of Port...	220.00 R		4,209.39
	memo: cust 58680: inv 165437			
	SPLIT [Sheet Music Svc]			
	[Sheet Music Svc]	220.00		
	165437			
03/11/15 392	Sheet Music Service of Port...	60.90 R		4,148.49
	memo: cust 58680: stmt 10/31			
	SPLIT [Sheet Music Svc]			
	[Sheet Music Svc]	60.00		
	165328, 167409			
	Finance Charge	0.90		
	165437			
03/11/15 393	Lone Mountain Sportswear	146.00 R		4,002.49
	memo: 12 t shirts			
	cat: T-Shirt Cost			
03/11/15 394	Salem Concert Band	100.00 R		3,902.49
	memo: register for 2004 Adult Ban...			
	cat: Entry Fees			
03/11/15 395	Tigard Tualatin School Dist...	300.00		3,602.49
	memo: dep Deb Fennel 14 Dec			
	cat: Rent Paid			
03/11/20 DEP	Various	R	60.00	3,662.49
	SPLIT T-Shirt Sales			
	T-Shirt Sales		15.00	
	Jennifer Cicero		15.00	
	T-Shirt Sales		15.00	
	Tami Howard ck #1044		15.00	
	T-Shirt Sales		15.00	
	Cindy <someone>		15.00	
	T-Shirt Sales		15.00	
	Darrel Lamb			
03/12/06 DEP	Various	R	107.00	3,769.49
	SPLIT T-Shirt Sales			

# Tualatin Valley Community Band FY-2004 Community Event Funding Request

	T-Shirt Sales		15.00	
	Ed Metzler		5.00	
	Donations		15.00	
	T-Shirt Sales			
	Suphawadee Ross, ck#1265		15.00	
	T-Shirt Sales			
	Terry Furman		5.00	
	Donations			
	Terry Furman		52.00	
	Donations			
	Chris Lewis			
03/12/06 396	Dave Nelson	104.25 R		3,665.24
	memo: expenses concert 14 Dec 2003			
	SPLIT Printing			
	Printing	104.25		
	Sir Speedy - Posters			
03/12/15 DEP	Cash	R	312.00	3,977.24
	memo: contributions from 14 Dec c...			
	cat: Donations			
03/12/20 DEP	Lee Boekelheide	R	20.00	3,997.24
	memo: via Symantec rebate			
	cat: Donations			
03/12/20 DEP	Katherine B. Meads	R	10.00	4,007.24
	memo: on behalf of Adelia Bertell			
	cat: Donations			
03/12/23 DEP	Unknown	R	25.00	4,032.24
	cat: Donations			
03/12/30 DEP	Cash	R	150.00	4,182.24
	cat: [Scholarshp Fund]			
03/12/31 DEP	Lee Boekelheide	R	200.00	4,382.24
	cat: Donations			

**Tualatin Valley Community Band FY-2004  
Community Event Funding Request**

**5.c Articles of Incorporation**

Articles of Incorporation are on file with the City of Tigard. No changes were made during FY-2003

**5.d 501(c)(3) Status**

TVCB obtained a federal tax-exempt designation on November 21, 2001 and is on file at the City of Tigard. The TVCB Employer Identification Number is 93-1168909 and our DLN Number is 17053299033021.

**5.e Organizational Bylaws**

Bylaws are on file with the City of Tigard. No changes were made during FY-2003

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the New Tigard Library

PREPARED BY: Margaret Barnes

DEPT HEAD OK



CITY MGR OK



ISSUE BEFORE THE COUNCIL

Presentation by staff to update the City Council about the overall construction schedule and budget for the new library.

STAFF RECOMMENDATION

The purpose of this presentation is to provide details about the construction schedule and budget related to the new Tigard Public Library.

INFORMATION SUMMARY

The new library project remains on schedule and within budget. As a result of being within the budget the project now has the opportunity to add some additional features to the new library, including enhancements to the Community Meeting Room and additional furnishings for public spaces. To fully implement these enhancements, project financial resources will now need to be allocated to targeted areas. The City Council will be fully informed regarding the details of the proposed enhancements at the February 24, 2004 study session.

In addition to reviewing the enhancement opportunities, the Council will be provided with an update regarding the overall construction schedule.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal #3: Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.

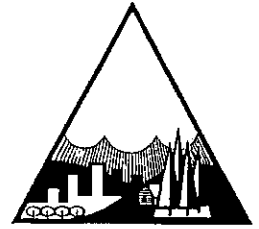
ATTACHMENT LIST

A. Memo to Mayor and City Council.

FISCAL NOTES

None.

# MEMORANDUM



TO: Honorable Mayor and City Council

FROM: Margaret Barnes, Library Director

A handwritten signature in cursive script, appearing to read "Margaret", is written over the printed name "Margaret Barnes, Library Director".

RE: Update on New Library

DATE: February 10, 2004

C: Bill Monahan, City Manager

The new library project remains on schedule and within the budget. In fact, because of the positive outcome of the bidding process, a number of features, which will enhance both the aesthetic qualities and efficient functionality of the building, were added back to the project. They include additional landscaping, increased day lighting, more casework and additional surface covered by ceramic tile.

In addition to the features listed above, the following areas are now scheduled for enhancement.

- Community Meeting Room
- Additional furnishings for the public spaces

To fully implement these enhancements, project financial resources will need to be allocated to targeted areas. The City Council will be fully informed regarding the details of these enhancements at the February 24, 2004 study session.

The Council will also receive an update on the overall construction schedule and budget.

AGENDA ITEM # 2  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Appoint Thomas Woodruff as City Councilor of the City of Tigard to serve from February 24, 2004, until December 31, 2004, to complete the unexpired term of former City Councilor Craig E. Dirksen

PREPARED BY: Cathy Wheatley DEPT HEAD OK Man CITY MGR OK Man

ISSUES BEFORE THE COUNCIL

Consider appointing Thomas Woodruff as City Councilor from February 24, 2004, until December 31, 2004.

STAFF RECOMMENDATION

Appoint Thomas Woodruff to City Council as outlined in the attached resolution.

INFORMATION SUMMARY.

A vacancy in the position of Mayor in the City of Tigard occurred due to the death of James E. Griffith. Council decided to appoint Council member Craig E. Dirksen as Interim Mayor on January 13, 2004, until December 31, 2004, thereby creating a vacancy on City Council. Council determined that it would create an application process and conduct interviews to select a Councilor to serve on the Tigard City Council until December 31, 2004, which is when the term of office for Craig E. Dirksen would have expired. On February 12, 2004, Council conducted interviews of candidates interested in serving on the Council and subsequently selected Thomas Woodruff to serve as Councilor for the remainder of Craig E. Dirksen's term of office. The attached resolution to appoint Mr. Woodruff to the Council was prepared for review and action by the Council to complete the appointment process.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

1. Proposed resolution appointing Thomas Woodruff as Councilor until December 31, 2004.

FISCAL NOTES

N/A

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-\_\_\_\_\_

A RESOLUTION APPOINTING THOMAS WOODRUFF AS CITY COUNCILOR OF THE CITY OF TIGARD TO SERVE FROM FEBRUARY 24, 2004 UNTIL DECEMBER 31, 2004, TO COMPLETE THE UNEXPIRED TERM OF FORMER COUNCILOR CRAIG E. DIRKSEN

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WHEREAS, a vacancy in the position of Mayor in the City of Tigard occurred due to the death of James E. Griffith; and

WHEREAS, for the conduct of City business the City Council determined that it would appoint Council member Craig E. Dirksen as Interim Mayor from January 13, 2004 until December 31, 2004, thereby creating a vacancy on the City Council; and

WHEREAS, the City Council determined that it would create an application process and conduct interviews to select a Councilor to serve on the Tigard City Council until December 31, 2004, which is when the term of office for Craig E. Dirksen would have expired; and

WHEREAS, on February 12, 2004, Council conducted interviews of candidates interested in serving on the Tigard City Council; and

WHEREAS, Thomas Woodruff was selected by the Tigard City Council to serve as Councilor for the remainder of Craig E. Dirksen's term.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Thomas Woodruff is appointed Councilor of the City of Tigard from February 24, 2004, until December 31, 2004.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2004.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

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AGENDA ITEM # 3  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Administer the Oath of Office to Thomas Woodruff as City Councilor of the City of Tigard to serve from February 24, 2004, until December 31, 2004.

PREPARED BY: Cathy Wheatley DEPT HEAD OK WAM CITY MGR OK WAM

ISSUES BEFORE THE COUNCIL

Administer the oath of office to Thomas Woodruff as City Councilor of the City of Tigard.

STAFF RECOMMENDATION

Administer the oath of office to Thomas Woodruff as City Councilor of the City of Tigard.

INFORMATION SUMMARY.

A vacancy in the position of Mayor in the City of Tigard occurred due to the death of James E. Griffith. Council decided to appoint Council member Craig E. Dirksen as Interim Mayor on January 13, 2004, until December 31, 2004, thereby creating a vacancy on City Council. Council determined that it would create an application process and conduct interviews to select a Councilor to serve on the Tigard City Council until December 31, 2004, which is when the term of office for Craig E. Dirksen would have expired. On February 12, 2004, Council conducted interviews of candidates interested in serving on the Council and subsequently selected Thomas Woodruff to serve as Councilor for the remainder of Craig E. Dirksen's term of office.

Council will consider a proposed resolution to appoint Mr. Woodruff to the City Council. If the resolution is approved, the Oath of Office will be administered to Mr. Woodruff, who will then be able to officially take office as a Tigard City Councilor.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

None

FISCAL NOTES

N/A

\\admpacket\04\040224\council oath als.doc

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Intergovernmental Agreement for Mutual Aid, Mutual Assistance, and Interagency Cooperation Among Law Enforcement Agencies Located in Washington County, Oregon

PREPARED BY: Chief Bill Dickinson DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

The issue before the Council is to authorize the City Manager to renew the Intergovernmental Agreement (IGA) we have with the other law enforcement agencies located in Washington County, Oregon.

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STAFF RECOMMENDATION

Staff recommends approval of the Intergovernmental Agreement.

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INFORMATION SUMMARY

The law enforcement agencies located in Washington County have maintained an Intergovernmental Agreement (IGA) that allows them to provide mutual aid, mutual assistance, and interagency cooperation to each other. This Intergovernmental Agreement is being updated to add new language as follows:

Section 1 – Definitions - New sections added to update definitions are *Agency, Mutual Assistance, and Requesting Agency*. Also section D. *Police Officer* was updated to include definitions for *Peace Officer* and *General Authority Oregon Police*.

Section 2 – Authority to Request, Grant, Refuse, or Terminate Aid - New sentence added regarding ORS 133.235 describing the statutory authority to act anywhere in the State of Oregon.

Section 4 - Control and Direction of Personnel and Equipment – Three new paragraphs added regarding designation of an incident commander, use and direction of an Interagency Team, and ability to recall personnel and equipment by either the requesting or responding agency.

Section 5 – Liability and Indemnity – A paragraph was added to this section to include indemnification of the responding agency by the requesting agency, in accordance with the Oregon Tort Claims Act.

Section 6. – Workers Compensation – This section is new and requires each agency to remain solely responsible for workers' compensation claims by its employees.

Section 8 – Liability – This new section prevents any agency from holding the other agency liable as a result of requesting, receiving or providing Mutual Assistance.

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#### OTHER ALTERNATIVES CONSIDERED

No other alternatives considered.

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#### VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Renewing the IGA does not directly address any goals or strategies.

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#### ATTACHMENT LIST

Attachment 1 – Updated Intergovernmental Agreement

Attachment 2 – Previous Intergovernmental Agreement

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#### FISCAL NOTES

There is no cost for approving this IGA.

# INTERGOVERNMENTAL AGREEMENT for Mutual Aid, Mutual Assistance, And Interagency Cooperation Among Law Enforcement Agencies Located in Washington County, Oregon

This Intergovernmental Agreement is made and entered into by and among the undersigned units of local government located in Washington County, Oregon, and additional Oregon law enforcement agencies as may be added.

WHEREAS, the parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid and mutual assistance between and among their law enforcement agencies, and;

WHEREAS, the parties desire to provide mutual aid and mutual assistance to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources; and

WHEREAS, the parties desire to provide for an efficient system of implementing and coordinating interagency cooperation between their law enforcement agencies;

NOW, THEREFORE, under authority of Chapter 190, Oregon Revised Statutes, the parties agree as follows:

1. **DEFINITIONS:** The following definitions shall be used in construing the following terms used in this agreement.

A. Agency: A public body as defined in ORS 30.260(4)(b) or 30.260(4)(c).

B. Mutual Aid: The provision of additional personnel, equipment, or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to an emergency situation.

The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation and/or the enforcement of narcotics laws, as provided in any memorandum of understanding agreed to by the undersigned participating agencies, so long as the terms of the memorandum of understanding are consistent with the terms of this Agreement.

C. Mutual Assistance: The provision of additional personnel, equipment, or expertise on an occasional basis such as assisting another agency with routine calls for service or to provide a cover car. Mutual Assistance is normally requested by WCCCA, such as requesting an agency to handle a call for service in an adjoining jurisdiction due to a shortage of personnel in that jurisdiction, or a request to provide a cover officer to a domestic disturbance in an adjoining jurisdiction. An

officer providing Mutual Assistance shall remain under the supervision and control of his or her own agency, and shall not be under the direction or control of the agency to whom the Mutual Assistance is provided.

C. Requesting Agency: The agency requesting mutual aid.

D. Police Officer, Peace Officer, General Authority Oregon Police: Officer means a full-time, fully compensated police officer commissioned by the State of Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed on ORS 181.610 and ORS 190.472, as now enacted or hereafter amended.

**2. MUTUAL AID - AUTHORITY TO REQUEST, GRANT, REFUSE, OR TERMINATE AID**

Every police officer of every law enforcement agency participating in this agreement has the authority to request mutual aid, to grant or refuse a request for mutual aid, and to terminate the provision of mutual aid once granted.

An agency may have internal procedures or regulations that control the exercise of the authority granted by this section so long as the procedures or regulations do not unduly hinder the ability of an agency to make or respond to a request for mutual aid.

Pursuant to ORS 133.235, peace officers have statutory authority to act anywhere within the State of Oregon, regardless of whether the offense occurs within their primary jurisdiction.

**3. MUTUAL AID -PROCEDURE TO REQUEST, GRANT, REFUSE, OR TERMINATE**

A police officer of the requesting agency who has authority to request mutual aid must make the request for mutual aid to a police officer of the responding agency who has the authority to grant a request for mutual aid.

The responding agency may grant or deny, in whole or in part, the request to supply aid to the requesting agency.

A police officer of the requesting agency may relieve all or part of the personnel or equipment of the responding agency from mutual aid duty if, in the opinion of the officer of the requesting agency, the personnel or equipment is no longer needed in the requesting agency's jurisdiction.

**4. MUTUAL AID - CONTROL AND DIRECTION OF PERSONNEL AND EQUIPMENT**

Once the responding agency decides to supply aid to a requesting agency, the aid is delivered to the requesting agency in that the aid is physically present within the requesting agency's jurisdictional boundaries, and the responding agency reports to the incident commander of the requesting agency upon arriving at the scene. The requesting agency is fully responsible for the supervision and control of the aid provided. This responsibility shall continue until the requesting agency terminates its request for aid or until the responding agency recalls the aid or withdraws from providing further aid to the responding agency.

The requesting agency shall designate an incident commander who shall be in command of the scene. The personnel and equipment of the responding agency shall be under the direction and control of the requesting agency until the requesting agency relieves the responding agency or the responding agency withdraws assistance. The incident supervisor shall designate radio channels and all agencies will follow WCCCA radio procedures.

If the request for mutual aid involves an Interagency Team, the Team Leader will report to the incident commander for directions as to where and when the team should be deployed, and any rules of engagement. The Incident Commander and Team Leader shall confer regarding the team's mission and its objectives. After agreeing upon the mission, the Team Leader shall deploy the team to accomplish the mission. Notwithstanding any other provision of this agreement, the Team Leader shall retain supervision of the team at all times and shall make decisions regarding tactical deployment of the team. If the Incident Commander and Team Leader cannot agree upon the deployment of the team, either one may terminate the provision of mutual aid and withdraw or relieve the team.

The senior officer of the responding agency or the Team Leader of an Interagency Team may recall all or part of the personnel or equipment as needed. The senior officer of the responding agency or the Team Leader of an Interagency Team shall withdraw from an incident if so directed by the incident commander.

**5. MUTUAL AID - LIABILITY AND INDEMNITY**

A responding agency's refusal to provide mutual aid to a requesting agency, or a responding agency's recall of mutual aid already provided to a requesting agency, shall not be a basis upon which the requesting agency may impose liability for damages upon the responding agency.

The responding agencies employees shall be considered employees of the requesting agency for purposes of the Oregon Tort Claims Act, during such times the responding agency's employees are providing mutual aid under this Agreement. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, the requesting agency agrees to defend and indemnify the responding agency and its employees for any liability claims, actions, suits, or proceedings brought by a third party and arising from the provision of mutual aid under this Agreement.

**6. MUTUAL AID - WORKERS COMPENSATION**

Each agency shall remain solely responsible for workers' compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the requesting agency. Each agency will maintain worker's compensation coverage or self-insurance coverage on its personnel while they are providing assistance pursuant to this agreement. Each agency agrees not to bring any claim, action, suit, or proceeding against any agency involved in requesting or providing mutual aid to recover the cost of worker's compensation benefits paid to employees, volunteers, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other agency or its officers, employees, or volunteers.

**7. MUTUAL AID - FINANCE, COSTS, AND ACCOUNTING**

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime pay, workers' compensation benefits, and death benefits, as if those employees were on duty working directly for the agency by which he or she is employed.

Each responding agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each responding agency shall pay for the repair or replacement of its own property, if the property is damaged by the sole fault of an employee of the responding agency.

Expenses incurred in the nature of travel, meals and lodging, and other expenses not otherwise specifically mentioned here shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

If a requesting agency needs mutual aid for an emergency event, such as a flood, earthquake, or other natural disaster, the requesting agency shall reimburse the responding agency for costs associated with providing the mutual aid, including wages, benefits, and overtime, if the responding agency provides mutual aid for more than twenty-four hours on any incident.

**8. MUTUAL ASSISTANCE - LIABILITY**

Notwithstanding any other provision of this agreement, providing Mutual Assistance shall not be a basis for one agency imposing liability upon another agency. Each agency shall retain supervision and control of its own officers at all times during the requesting, receiving, or providing of Mutual Assistance. No agency requesting, receiving, or providing Mutual Assistance shall be liable for the acts and omissions of any other agency as a result of requesting, receiving, or providing Mutual Assistance.

**9. COMMENCEMENT AND DURATION OF AGREEMENT**

This agreement shall take effect when it has been signed by more than one of the parties to it. The agreement shall be reviewed in January of every odd year.

**10. ADDITIONAL PARTIES**

Any Oregon law enforcement agency not a party to this agreement, when it first becomes effective, may become a party to it by signing the agreement after being authorized to do so by its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.

**11. TERMINATION, SUSPENSION, OR WITHDRAWAL FROM AGREEMENT**

Upon mutual consent of all the parties, this agreement may be amended or terminated at any time. Any party may withdraw from this agreement upon giving written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving mutual aid from any other participating agency.

**12. WAIVER**

The failure of any party to enforce a provision of this agreement shall not constitute a waiver by it of that or any other provision.

**13. CAPTIONS**

Captions and heading used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.

**14. PARTIAL INVALIDITY**

Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this agreement.

**15. AMENDMENTS**

Only a written instrument, executed by all of the parties to it, may amend this agreement.

**16. SIGNATORIES' AUTHORITY TO ENTER INTO AGREEMENT**

Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into this agreement.

IN WITNESS WHEREOF the parties, by the signatures of their authorized representatives, have executed this agreement effective on the date shown below each signature.

***CITY OF BEAVERTON***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF CORNELIUS***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF FOREST GROVE***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF NORTH PLAINS***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



***CITY OF GASTON***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF HILLSBORO***

By: \_\_\_\_\_

Printed Name: Tom Hughes

Title: Mayor

Date: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_

Gail Waibel, City Recorder

***CITY OF KING CITY***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***WASHINGTON COUNTY***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF SHERWOOD***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF TIGARD***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***CITY OF TUALATIN***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(ORIGINAL AGREEMENT)

**Intergovernmental Agreement for Mutual Aid  
Among Law Enforcement Agencies Located in  
Washington County, Oregon**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and among the undersigned units of local government located in Washington County, Oregon.

WHEREAS, The parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid between and among their law enforcement agencies, and;

WHEREAS, the parties desire to provide mutual aid to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources;

NOW, THEREFORE, under authority of Chapter 190, Oregon Revised Statutes, the parties agree as follows:

**1. DEFINITIONS**

The following definitions shall be used in construing the following terms used in this agreement.

- A. Mutual Aid: The provision of additional personnel, equipment or expertise by one law enforcement agency for the primary benefit of another law enforcement agency.

The term includes, but is not limited to, the provision of additional personnel, equipment or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation and/or the enforcement of narcotics laws as provided in any memorandum of understanding agreed to by the undersigned participating agencies, so long as the terms of the memorandum of understanding are consistent with the terms of this agreement.

- B. Police Officer: A sworn member of a law enforcement agency, not intended to include civilian members of an agency, reserve officers, cadets, record clerks or similar individuals.

**2. AUTHORITY TO REQUEST, GRANT, REFUSE OR TERMINATE AID**

Every police officer of every law enforcement agency participating in this agreement has the authority to request mutual aid, to grant or refuse a request for mutual aid, and to terminate the provision of mutual aid once granted.

An agency may have internal procedures or regulations that

control the exercise of the authority granted by this section so long as the procedures or regulations do not unduly hinder the ability of an agency to make or respond to a request for mutual aid.

**3. PROCEDURE TO REQUEST, GRANT, REFUSE OR TERMINATE AID**

A police officer of the requesting agency who has authority to request mutual aid must make the request for mutual aid to a police officer of the responding agency who has authority to grant a request for mutual aid.

The responding agency may grant or deny, in whole or in part, the request to supply aid to the requesting agency.

A police officer of the requesting agency may relieve all or part of the personnel or equipment of the responding agency from mutual aid duty if, in the opinion of the officer of the requesting agency, the personnel or equipment is no longer needed in the requesting agency's jurisdiction.

A police officer of the responding agency may recall all or part of the personnel or equipment of the responding agency if, in the opinion of the officer of the responding agency, the personnel or equipment is needed in the responding agency's jurisdiction.

**4. CONTROL AND DIRECTION OF PERSONNEL AND EQUIPMENT**

Once the responding agency decides to supply aid to a requesting agency, and the aid is delivered to the requesting agency in that the aid is physically present within the requesting agency's jurisdictional boundaries, the requesting agency is fully responsible for the supervision and control of the aid provided. This responsibility shall continue until the requesting agency terminates its request for aid or until the responding agency recalls the aid to the responding agency.

**5. LIABILITY AND INDEMNITY**

A responding agency's refusal to provide mutual aid to a requesting agency, or a responding agency's recall of mutual aid already provided to a requesting agency, shall not be a basis upon which the requesting agency may impose liability for damages upon the responding agency.

Each agency shall remain responsible for the acts or omissions of its respective employees, notwithstanding that the employee acted under the supervision and control of the requesting agency.

Each agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, notwithstanding that the equipment is used under the

supervision and control of the requesting agency.

Each responding agency shall remain solely responsible for workers compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the requesting agency.

Except as otherwise provided in this agreement, the parties shall indemnify each other, if applicable, under common law indemnity principles. A party seeking indemnification under this provision must give reasonable notice of a claim and tender control over such claim to the purported indemnitor. If the purported indemnitor accepts the tender of defense, the indemnitee must fully cooperate in the defense of the claim at the expense of the indemnitor.

**6. FINANCE, COSTS, AND ACCOUNTING**

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime pay, worker's compensation benefits and death benefits, as if those employees were on duty working directly for the agency by which he or she is employed.

Each responding agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each responding agency shall pay for the repair or replacement of its own property if the property is damaged by the sole fault of an employee of the responding agency.

Expenses incurred in the nature of travel, meals, and lodging and other expenses not otherwise specifically mentioned here shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

**7. COMMENCEMENT AND DURATION OF AGREEMENT**

This agreement shall take effect when it has been signed by more than one of the parties to it. The agreement shall continue indefinitely, until amended or terminated.

**8. ADDITIONAL PARTIES**

Any Washington County-area law enforcement agency not a party to this agreement when it first becomes effective may become a party to it by signing the agreement after being authorized to do so by resolution of its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.

**9. TERMINATION, SUSPENSION OR WITHDRAWAL FROM AGREEMENT**

Upon mutual consent of all the parties, this agreement may be amended or terminated at any time.

Any party may withdraw from this agreement upon giving written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving aid from any other participating agency.

Upon an agency's withdrawal from this agreement, the agreement shall remain in effect as among the remaining parties.

**10. WAIVER**

The failure of any party to enforce a provision of this agreement shall not constitute a waiver by it of that or any other provision.

**11. CAPTIONS**

Captions and headings used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.

**12. PARTIAL INVALIDITY**

Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this agreement.

**13. AMENDMENTS**

This agreement may be amended only by a written instrument executed by all of the parties to it.

**14. SIGNATORIES' AUTHORITY TO ENTER INTO AGREEMENT**

Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into the agreement.

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this agreement effective on the date shown below each signature.

City of Beaverton

City of Cornelius

X By: 

By: \_\_\_\_\_

Printed Name: ROB DRAKE

Printed Name: \_\_\_\_\_

Title: MAYOR

Title: \_\_\_\_\_

Date: 10/27/93

Date: \_\_\_\_\_

Any party may withdraw from this agreement upon giving written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving aid from any other participating agency.

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City of Beaverton

By: 

Printed Name: ROB DRAKE

Title: MAYOR

Date: 10/27/93

City of Cornelius

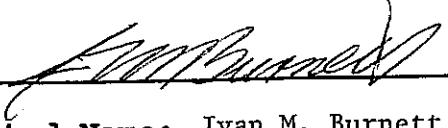
X By: 

Printed Name: Neal D. Knight

Title: MAYOR

Date: 11/3/93

City of Forest Grove

X By:   
Printed Name: Ivan M. Burnett  
Title: City Manager  
Date: November 4, 1993

City of Gaston

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Hillsboro

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of King City

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

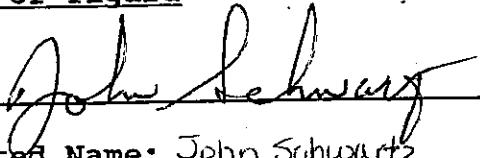
City of North Plains

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Sherwood

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Tigard

By:   
Printed Name: John Schwartz  
Title: Council President  
Date: 9/28/93

City of Tualatin

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Plains

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Gaston

x By: Brett L. Costelloe

Printed Name: Brett L. Costelloe

Title: Mayor

Date: 11/9/93

City of Sherwood

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Hillsboro

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tigard

By: John Schwartz

Printed Name: John Schwartz

Title: Council President

Date: 9/28/93

City of King City

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tualatin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Gaston

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Hillsboro

X By:  \_\_\_\_\_

Printed Name: GORDON FABER

Title: MAYOR

Date: 12-15-93

ATTEST:  \_\_\_\_\_  
City Recorder

City of King City

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Plains

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sherwood

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tigard

By:  \_\_\_\_\_

Printed Name: John Schwartz

Title: Council President

Date: 9/28/93

City of Tualatin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Gaston

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Hillsboro

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of King City

X By: Lynnda M. Jenkins

Printed Name: LYNDA M. JENKINS

Title: Mayor

Date: Nov. 22, 1993

City of North Plains

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sherwood

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tigard

By: John Schwartz

Printed Name: John Schwartz

Title: Council President

Date: 9/28/93

City of Tualatin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Plains

X By: Robert Kwoel Jr.

Printed Name: ROBERT KWOEL

Title: MAYOR

Date: 11-15-93

JR.

City of Gaston

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sherwood

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Hillsboro

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tigard

By: John Schwartz

Printed Name: John Schwartz

Title: Council President

Date: 9/28/93

City of King City

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tualatin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Gaston

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Hillsboro

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of King City

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Plains

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sherwood

X By: Larry A. Laws

Printed Name: LARRY A. LAWS

Title: Chief of Police

Date: 11/3/93 by direction of J. Rapp

City of Tigard

By: John Schwartz

Printed Name: John Schwartz

Title: Council President

Date: 9/28/93

City of Tualatin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Gaston

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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City of Hillsboro

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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City of King City

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Plains

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sherwood

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tigard

By: John Schwartz

Printed Name: John Schwartz

Title: Council President

Date: 9/28/93

City of Tualatin

X By: Steven L. Stolze

Printed Name: Steven L. Stolze

Title: Mayor

Date: 11/9/93

Washington County

X By: Jim Spinden  
Printed Name: Jim Spinden  
Title: Sheer. ff  
Date: 3 NOV 1993

AGENDA ITEM # 5.2  
FOR AGENDA OF Feb. 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Intergovernmental Agreement (IGA) between the Cities of Durham, Tualatin and Tigard Which Sets Forth the Shared Local Match of the Construction costs and Maintenance of the Tualatin River Bicycle and Pedestrian Bridge, and other recitals.

PREPARED BY: Dan Plaza x2590 DP DEPT HEAD OK ETL CITY MGR OK UJA

ISSUE BEFORE THE COUNCIL

Consider approval of the IGA.

STAFF RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) between the Cities of Durham, Tualatin and Tigard which sets forth the shared local match of the Construction costs and maintenance of the Tualatin River Bicycle and Pedestrian Bridge, and other recitals.

INFORMATION SUMMARY

The bridge will span the Tualatin River, connecting the communities of Tualatin, Tigard and Durham. The lead jurisdiction for the project is the City of Tualatin. Both Tigard and Durham have endorsed the project. The bridge span will be 200+ feet in length. The bridge addresses several issues. First, it will provide a desperately needed crossing at a point on the Tualatin River that would eliminate a current safety hazard on an adjacent ODOT property. Second, it will increase the provision of a safe connectivity between the three communities currently served by only two river crossings that are miles apart. It will also increase regional connectivity to the greater metropolitan Portland area through the Fanno Creek Regional Trail system. Lastly, it will provide a high-quality, scenic river crossing that will be a tremendous source of pride in the area's transportation system. The project is a planned element in the City's Transportation and Parks Master Plan. The Cities of Tualatin and Tigard have trail segments that will need to be constructed to link up with the bridge. In Tigard, there is an approximately 1,500 foot segment from the Cook Park Butterfly Garden to the Bridge. The federal grant has extra funds appropriated for additional trail segments. These funds will help defray Tigard's cost of its additional trail segment. It is anticipated that Tigard will use a combination of MSTIP and SDC funds to pay its share of the local match and to construct the 1,500 foot connector segment.

The IGA between the Cities of Durham, Tualatin, and Tigard has been approved by legal council. Tualatin, Tigard and Durham agree that the cost of the match for the Tualatin River Bicycle and Pedestrian Bridge Project shall be apportioned as follows:

		<u>%</u>
Tualatin:	\$160,000	40
Tigard:	\$230,000	57.5
Durham:	\$10,000	2.5
Total Match:	\$400,000	100

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OTHER ALTERNATIVES CONSIDERED - n/a

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Parks System Master Plan

Council Goal #4

“Tigard Beyond Tomorrow” Urban and Public Services, Acquire and Develop Park Land.

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ATTACHMENTS

IGA Between The Cities of Tualatin, Tigard, and Durham.

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FISCAL NOTES

The City’s share to build the bridge is \$230K (MSTIP/Parks SDC). To extend the Cook Park Butterfly Garden trail segment (approximately 1,500 feet) to the bridge will cost approximately \$100K (SDC).



# **INTERGOVERNMENTAL AGREEMENT**

## **BETWEEN**

### **THE CITY OF TUALATIN, THE CITY OF TIGARD, AND THE CITY OF DURHAM**

This intergovernmental agreement, ("Agreement") is entered into on the last date shown on the signature page by City of Tualatin, ("Tualatin"), City of Tigard, ("Tigard"), and City of Durham, ("Durham"), all political subdivisions of the State of Oregon; and

#### **RECITALS**

1. ORS 190.007 provides for the furthering of economy and efficiency in local government by intergovernmental cooperation.
2. ORS 190.010 provides that units of government may enter agreements for performance of any and all functions and activities that parties to the agreement, its officers or agencies have authority to perform.
3. The parties desire to enter into this Agreement for the purpose of allowing better coordination and cost-sharing between Tualatin, Tigard and Durham in response to the imminent development of the Tualatin River Bicycle and Pedestrian Bridge, ("Project").
4. Tualatin, Tigard and Durham will all benefit from coordinating the planning, engineering, and permit review for the development of the project.
5. All parties want the project to be constructed. The project is being partially funded in cooperation with ODOT through the award of \$990,000 in Transportation Enhancement Funding.
6. All parties wish to share the cost of the Transportation Enhancement Program required match of \$400,000 for the project. The total project budget is \$1,390,000.
7. All parties believe that it is in the best interests of Tualatin, Tigard and Durham to coordinate the cost of the long-term maintenance of the Tualatin River Bicycle and Pedestrian Bridge.

THE CITIES OF TUALATIN, TIGARD AND DURHAM AGREE AS FOLLOWS:

I. AREA AFFECTED BY THIS AGREEMENT

The area affected by this Agreement is Tualatin River Bicycle and Pedestrian Bridge, and connecting pathways as shown in Exhibit 1, which is attached and incorporated into this agreement, and any additional public land that may become part of the project area.

II. DELEGATION OF AUTHORITY

Tigard and Durham delegate to Tualatin the authority to review, approve, and hear appeals, if any, for all design, bidding, permitting and construction management for that portion of the Tualatin River Bicycle and Pedestrian Bridge Project that lie within the cities of Tigard and Durham. Tualatin shall apply Tigard code to property located in Tigard, and Durham code to property located in Durham.

III. SHARING OF MATCH COSTS

Tualatin, Tigard and Durham agree that the cost of the match for the Tualatin River Bicycle and Pedestrian Bridge Project shall be apportioned as follows:

		<u>%</u>
Tualatin:	\$160,000	40
Tigard:	\$230,000	57.5
Durham:	\$10,000	2.5

Total Match: \$400,000

If the project costs exceed the amounts listed above, those costs shall be shared in the same percentage as the match outlined above.

IV. SHARING OF MAINTENANCE COSTS

Tualatin, Tigard and Durham agree that the cost of maintenance of the Tualatin River Bicycle and Pedestrian Bridge should be shared between the three cities. The cities agree that once the ultimate design of the Tualatin River Bicycle and Pedestrian Bridge has been confirmed, and associated maintenance costs for the bridge structure are established, the maintenance cost associated with that design shall be apportioned in the same percentage as the project match. The sharing of maintenance costs shall apply only to the bridge structure itself. Tualatin will be the lead

agency in carrying out regularly scheduled maintenance activities on the bridge. The respective managers for the three cities shall coordinate the dispersal of maintenance funds when appropriate.

#### V. DISPUTE RESOLUTION

If a dispute arises over the provisions of this Agreement, the City staff for each entity will immediately refer the dispute to the respective managers to resolve the dispute.

#### VI. NOTICE OF APPLICATIONS, DECISIONS and APPEALS

Tualatin shall give notice to Tigard and Durham of all land use applications, hearings, decisions, building permits, and any appeals of those decisions made under the authority of this Agreement. Tualatin shall have the authority to defend any claims or appeals rising from permits issued under this Agreement. Tigard and Durham may comment on, participate in, and intervene in any appeal of such decision.

#### VII. TERM OF AGREEMENT

This Agreement shall be effective upon signature and shall remain in effect for a period of three (3) years after final acceptance of the Tualatin River Bicycle and Pedestrian Bridge. The agreement may be extended for subsequent three (3) year periods upon mutual agreement by all parties. This Agreement may be terminated by any party upon ninety (90) days written notice to the other parties, and agreement by all parties that termination is in the best interest of the three cities.

#### VIII. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local ordinances, statutes, and regulations that are applicable to the services provided under this agreement.

#### IX. HOLD HARMLESS

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents and employees, against all claims, demands, actions and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

X. MODIFICATION

Modifications to this Agreement are valid only if made in writing and signed by all parties. This writing is intended to be the final expression of the agreement between the parties with respect to the included terms as a complete and exclusive statement of the terms of the Agreement.

In WITNESS THEREOF, the parties have executed this Intergovernmental Agreement on the date below their signatures.

CITY OF TUALATIN, OREGON

CITY OF TIGARD, OREGON

By: \_\_\_\_\_  
Lou Ogden, Mayor  
City of Tualatin

By: \_\_\_\_\_  
Craig Dirksen, Mayor  
City of Tigard

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

CITY OF DURHAM, OREGON

By: \_\_\_\_\_  
Gery Shirado, Mayor  
City of Durham

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

AGENDA ITEM # 5.3  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Appoint Katherine Meads to the Planning Commission

PREPARED BY: Susan Koepping SK DEPT HEAD OK YAA CITY MGR OK LM

ISSUE BEFORE THE COUNCIL

Glenn Mores has resigned from the Planning Commission. The appointment of Katherine Meads would fill the opening created by Mr. Mores' resignation.

STAFF RECOMMENDATION

Adopt the attached resolution appointing Katherine Meads to the Planning Commission.

INFORMATION SUMMARY

Katherine Meads was appointed as alternate to the Planning Commission on December 16, 2003. This appointment would complete the term currently held by Glenn Mores. Mr. Mores has resigned from the Planning Commission due to a changing work schedule. Mores served on the Planning Commission since December 1998 when he was appointed to fill the position held by Michael Neff. The current term expires in December 2004.

OTHER ALTERNATIVES CONSIDERED

Postpone the appointment.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal: City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

ATTACHMENT LIST

Resolution to appoint Ms. Meads  
Biographical information

FISCAL NOTES

There is no cost associated with this action.

CITY OF TIGARD, OREGON

RESOLUTION NO. 04-\_\_

A RESOLUTION TO APPOINT KATHERINCE MEADS TO THE PLANNING COMMISSION

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WHEREAS, Glenn Mores has resigned as a member of the Planning Commission, and

WHEREAS, Katherine Meads currently serves as the alternate to the Planning Commission, and

WHEREAS, the City Council has resolved, as stated in Resolution 01-21, that an alternate could be appointed to member status in the event of a member's midterm resignation,

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Katherine Meads is appointed to the Planning Commission to complete the term initiated by Glenn Mores. This term ends December, 31, 2004.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2004.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**Biographical information on the new Planning Commission member, Kathy Meads**

**Katherine Meads** has resided in this town for nearly ten years, and currently resides in the northeast section of Tigard. She attended public schools in Portland, and continued her education at Lewis and Clark College and the University of Oregon. She is a senior designer with an engineering firm that designs electrical substations. Kathy has been actively involved in the community, and is currently a member of the Tualatin Valley Community Band. She was appointed as an alternate to the Planning Commission in December 2003.

AGENDA ITEM # 5.4a.  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Award of Contract for the Construction of the Fiber Optic Cable for the New Library.

PREPARED BY: MB G. Berry DEPT HEAD OK: Agustin P. Duenas CITY MGR OK: Bill Monahan

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for the construction of the Fiber Optic Cable for the New Library?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **North Sky Communications, Inc.** in the amount of **\$21,386.**

INFORMATION SUMMARY

The purpose of the project is to provide a fiber optic cable connection from the existing City Hall building to the new library so that the computers and other equipment in the new library may be connected the City's existing facilities.

The cable route begins with an underground segment from the City Hall Building to a pole on the east side of Hall Boulevard. The cable will continue overhead along Hall Boulevard and across Fanno Creek then return to underground conduits along the Hall Boulevard frontage of the new library and finally to the library building. The underground conduits along the frontage of the new library have been constructed as part of the Hall Boulevard Improvement Project and are not part of this contract.

The project was advertised for bids on December 11, 2003. The bid opening was conducted on January 29, 2004 and the bid results are:

North Sky Communications, Inc.	Vancouver, WA	\$21,386.00
C3 Communications, Inc.	Beaverton, OR	\$28,459.00
Standard Utility Contr. Inc.	Salem, OR	\$34,850.00
Evergreen Utility Contr. Inc.	Woodinville, WA	\$46,952.00
EC Company	Portland, OR	\$55,284.00
<b>Engineer's Estimate</b>		<b>\$31,600</b>

Based on the bids submitted, the lowest responsive bid of \$21,386 submitted by North Sky Communications, Inc. appears to be reasonable. Since this contractor is unknown to staff, references were requested. In response, the contractor has submitted references for several similar local projects. After reviewing the references, staff recommends approval of the contract award to this lowest bidder.



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OTHER ALTERNATIVES CONSIDERED

None

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable

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ATTACHMENT LIST

Not applicable

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FISCAL NOTES

This project is funded from the New Library project. This funding is sufficient to award the contract.

AGENDA ITEM # 6  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on Youth Advisory Council

PREPARED BY: Elizabeth Newton ENM DEPT HEAD OK LAA CITY MGR OK LAA

ISSUE BEFORE THE COUNCIL

An update by members of the Youth Advisory Council on their activities and plans.

STAFF RECOMMENDATION

None. This is an information item.

INFORMATION SUMMARY

The Youth Advisory Council was formed in May 2003 – the first meeting was held on June 4, 2003. Students representing Fowler, Twality Middle School, Tigard High School, St. Anthony and home schooled students are members of the Council. The students developed their bylaws over the summer, which were adopted in October. Officers were also elected. The group meets twice a month, has a vision and a mission and is currently focused on recruitment and outreach activities. Members of the Youth Advisory Council attend the Youth Forum. Lindsey Boyce, the Youth Advisory Council President will also begin attending City Council meetings as an ex-officio member.

Representatives of the Youth Advisory Council will attend the meeting on February 24 to update the City Council and community on their activities.

OTHER ALTERNATIVES CONSIDERED

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Schools and Education Goal #1 Strategy #1 – “Identify community resources for supporting/providing recreation and activity programs for young people.”

ATTACHMENT LIST

None

FISCAL NOTES

N/A

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the proposed Local Option Levy for Washington County Cooperative Library Services (WCCLS)

PREPARED BY: Margaret Barnes DEPT HEAD OK [Signature] CITY MGR OK [Signature]

ISSUE BEFORE THE COUNCIL

The purpose of this presentation is to provide City Council information on the proposed countywide local option library levy.

STAFF RECOMMENDATION

This is an informational item.

INFORMATION SUMMARY

Public libraries in Washington County are experiencing significant increases in use. In January 2004 Eva Calcagno, Manager of WCCLS, outlined to the Washington County Board of Commissioners the projected funding needs for public library services in Washington County over the next five years. Based on that analysis, the Commissioners authorized the placement of a five-year levy for library operations on the May 18, 2004 ballot. The fixed-rate levy would provide approximately 70 percent of operating funds for public libraries throughout Washington County.

At this meeting, Council will be presented additional information about the levy.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal #2: A wide array of opportunities for life-long learning are available in a variety of formats and used by the community.

ATTACHMENT LIST

1. Set of Powerpoint slides
2. Ballot Title Measure 34-77
3. Explanatory Statement – Measure 34-77

FISCAL NOTES

The five-year levy has a fixed-rate of \$.26 per \$1,000 of assessed value. If approved, owners of a typical home (\$165,000 assessed value) would pay \$43 in additional property taxes in 2004.



WASHINGTON COUNTY  
Cooperative Library Services  
A COMMITMENT TO EXCELLENCE

## Measure 34-77 Local Option Levy to Restore and Maintain Countywide Library Services, FY05 - FY09

Prepared by WCCLS  
February 2004

### Measure 34-77 Overview:

- Five year levy (FY04-05 through FY08-09)
- Fixed rate of 26¢ per \$1000 of assessed valuation
- \$43 in additional taxes in 2004 (average assessed value of \$165,000)
- \$48 million levied over 5 years
- On May 2004 Primary Election ballot (requires at least 50% voter turnout to validate measure)



WASHINGTON COUNTY  
Cooperative Library Services  
A COMMITMENT TO EXCELLENCE

### Why is the levy proposed?

- Restores local public library services
- Maintains public library service levels through FY08-09
- Restores & maintains central support & outreach services that connect libraries together



WASHINGTON COUNTY  
Cooperative Library Services  
A COMMITMENT TO EXCELLENCE

### Why is the levy proposed?

- To restore library services:
  - Levy restores library hours, materials purchases and programs reduced as a result of 2002 vote
  - Also restores and maintains support for central services that connect libraries, such as the shared computer network, interlibrary deliveries, reference, youth and outreach programs



WASHINGTON COUNTY  
Cooperative Library Services  
A COMMITMENT TO EXCELLENCE

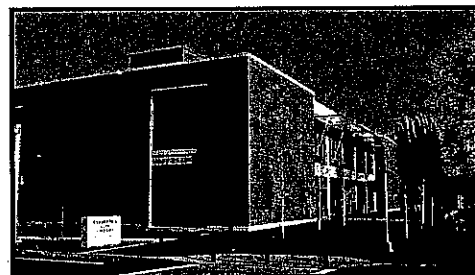
### Why is the levy proposed?

- To maintain service levels in expanded library facilities
  - 4 libraries have remodeled, expanded or built new facilities in the last 4 years
  - 2 libraries have plans for new buildings in 2004 and 2005, another will expand in 2004
  - 5 are planning facility expansions, new buildings or branch libraries between 2006 and 2009
  - Possibility of 1 or 2 additional member libraries

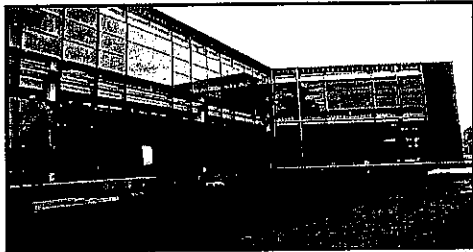


WASHINGTON COUNTY  
Cooperative Library Services  
A COMMITMENT TO EXCELLENCE

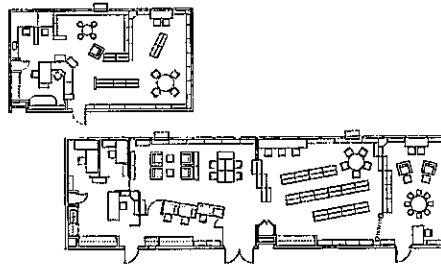
### Beaverton City Library - completed Sept. 2000



Tigard Public Library - currently under construction

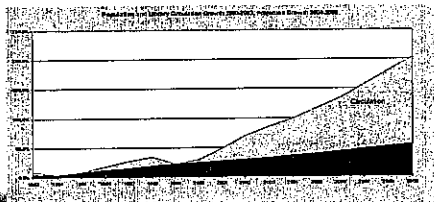


Garden Home Community Library - currently under expansion

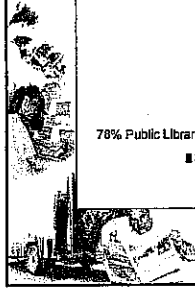
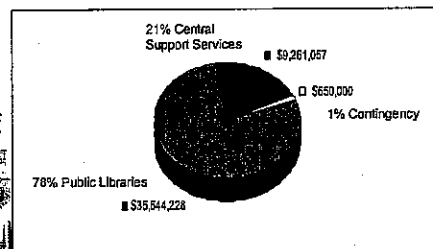


### Why is the levy proposed?

- To maintain service levels to meet projected increases in library use over the next 5 years.

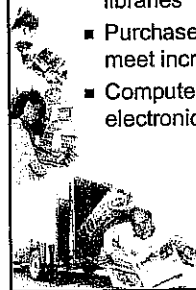


### How would the money be spent?



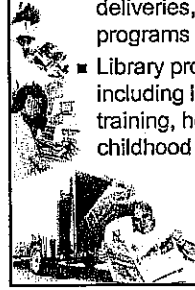
### What specific services would be restored and/or maintained?

- Staffing and hours of operations at local libraries
- Purchase of books and other materials to meet increases in population and use
- Computer and Internet support, access to electronic resources



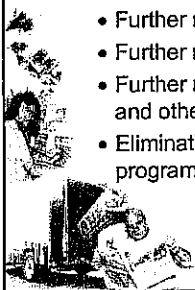
### Continued...

- Support for children's and youth services
- Central support services such as interlibrary deliveries, reference, youth and outreach programs
- Library programs for users of all ages including literary discussions, computer training, homework assistance, and early childhood literacy



### *What happens if the levy fails?*

- Likely results include:
  - Funding level equal to 2000-2001
  - Further reduction in hours of operation
  - Further reduction in staffing levels
  - Further reduction in the purchase of books and other materials
  - Elimination of some existing library programs and services



 WASHINGTON COUNTY  
Cooperative Library Services  
A JOINT EFFORT OF THE MEMBER COUNTIES

### *Questions?*

*Thank you*



 WASHINGTON COUNTY  
Cooperative Library Services  
A JOINT EFFORT OF THE MEMBER COUNTIES

#34-77

## NOTICE OF COUNTY MEASURE ELECTION

**NAME OF COUNTY:** Washington County

**DATE OF ELECTION:** May 18, 2004

**CAPTION:**

Local Option Levy to Restore and Maintain Countywide Library Services

**QUESTION:**

Shall Washington County levy \$.26 per \$1000 assessed value for five years (2004-09) for countywide library operations?

**SUMMARY:**

This measure may be passed only at an election with at least 50% voter turnout.

This measure may cause property taxes to increase more than three percent.

This levy would fund libraries in Banks, Beaverton, Cedar Mill, Cornelius, Forest Grove, Garden Home, Hillsboro, Sherwood, Tigard, Tualatin, West Slope, developing libraries in North Plains and Gaston, and central support services that link these libraries together.

Approximately 67% of library operating funds come from Washington County Cooperative Library Services.

The levy would:

- Restore previously reduced library hours, materials purchases and programs.
- Maintain library service levels to meet projected use increases through 2009. Circulation of materials has increased 44% in the last three years.
- Restore and maintain central support services that connect libraries, such as the shared computer network, interlibrary deliveries, reference, youth, and outreach programs.
- Provide programs for all ages including literary discussions, computer training, homework assistance, and early childhood literacy.
- If levy is not approved, likely results include: further reductions in hours, staffing, book purchases and elimination of some existing services.
- The levy is a fixed-rate of \$.26 per \$1000 assessed value. A home with average assessed value (not market value) of \$165,000 would pay an additional \$43 in 2004-05.
- This levy is estimated to raise \$8,799,032 in 2004-05, \$9,150,993 in 2005-06, \$9,562,788 in 2006-07, \$9,993,113 in 2007-08, and \$10,492,769 in 2008-09.

## Washington County Measure 34-27 Explanatory Statement

Washington County Cooperative Library Services (WCCLS) provides funding for countywide library operations, outreach programs, and central services that link together the county's public libraries. On average, 67% of all library operating funds comes from the WCCLS.

Measure 34-27 is a five year local option levy that would restore and maintain public library services in Washington County.

This measure may be passed only at an election with at least 50% voter turnout.

### ***Which public libraries would be funded by this levy?***

Banks, Beaverton, Cedar Mill, Cornelius, Forest Grove, Garden Home, Hillsboro (Shute Park and Tanasbourne), Sherwood, Tigard, Tualatin, West Slope and start-up libraries in North Plains and Gaston.

### ***Why is this levy proposed?***

#### **Restores library services:**

- In November 2002, county residents voted 50.2% to 49.8% not to support a levy to maintain and enhance library services. The levy failure and depletion of library reserves resulted in reduced library funding and services.
- Measure 34-27 would restore previously reduced library hours, materials purchases, and programs.
- It also would restore and maintain central support services that connect libraries, such as the shared computer network, interlibrary deliveries, and reference, youth, and outreach programs.

#### **Maintains service levels to meet projected increases through 2009:**

- Since 2000, new or expanded library facilities have been built in Beaverton, Cedar Mill, Forest Grove, and West Slope; construction is underway in Tigard and Garden Home.
- Six additional library expansion projects have been proposed.
- Based on historic trends, circulation of library materials is projected to increase from 6.5 million to 10.7 million items by 2009, or 8.5% annually.
- This levy is limited to library operational costs such as staff, purchase of books and other materials, and utilities. It cannot be used to pay for library construction.

### ***What would the levy pay for?***

- Restores funding for operations and maintains public library service levels through 2009 (average of \$7.13 million per year, 78% of levy).



- Restores and maintains central services and outreach programs that support and link member libraries (*average of \$2 million per year, 22% of levy*).

***What specific library services would be restored and/or maintained?***

- Purchasing books and other materials
- Staffing levels and hours of operations for local public libraries
- Support for children's and youth services, such as summer reading programs
- Computer and Internet support and access to electronic resources
- Central support services such as interlibrary deliveries, reference, youth and outreach programs
- Library programs for users of all ages, including book clubs, computer training, homework assistance, and early childhood literacy

***How would this levy affect a homeowner's taxes?***

The five-year levy has a fixed-rate of 26 cents per \$1,000 of assessed value. If approved, owners of a typical home with a \$165,000 assessed value (different from market value) would pay \$43 in additional property taxes in 2004.

***What happens if the levy does not pass?***

Without additional funding likely results include further reductions in:

- Hours of library operation
- Library staffing levels
- Purchase of books and other materials
- Existing library programs and services

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A Resolution Amending Resolution No. 03-25 By Amending Exhibit A Thereto Establishing the Street Maintenance Fee Rates in Accordance with City of Tigard Ordinance No. 03-10.

PREPARED BY: A.P. Duenas DEPT HEAD OK A.P. Duenas CITY MGR OK WTH

ISSUE BEFORE THE COUNCIL

A resolution submitted for Council consideration and action to amend Resolution No. 03-25 (Master Fees and Charges Schedule) by amending Exhibit A in that resolution to establish the Street Maintenance Fee rates in accordance with Ordinance No. 03-10.

STAFF RECOMMENDATION

Staff recommends that Council pass the attached resolution establishing the Street Maintenance Fee rates.

INFORMATION SUMMARY

City of Tigard Ordinance No. 03-10 established a Street Maintenance Fee for the City of Tigard. That ordinance required the Street Maintenance Fee rates to be established by Council resolution.

Attached is a resolution to amend Exhibit A in Resolution No. 03-25 (Master Fees and Charges Schedule) and thereby establish the Street Maintenance Fee rates.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Timely maintenance of public street infrastructure meets the Tigard Beyond Tomorrow goal of *Improve Traffic Safety*. The implementation of the Street Maintenance Fee meets the goal of *Identify and Develop Funding Resources*.

ATTACHMENT LIST

Resolution with Exhibits:

- Exhibit 1 – Residential/Non-Residential cost Breakdown and Establishment of Rates
- Exhibit 2 – City of Tigard 5-Year Street Maintenance Plan

Ordinance No. 03-10 (Street Maintenance Fee Ordinance)

FISCAL NOTES

The implementation of the Street Maintenance Fee would provide a stable source of funding for street maintenance. The anticipated revenue annually is approximately \$800,000.

**CITY OF TIGARD, OREGON**

**RESOLUTION NO. 04-\_\_\_\_\_**

**A RESOLUTION AMENDING RESOLUTION NO. 03-25 BY AMENDING EXHIBIT A THERETO TO ESTABLISH THE STREET MAINTENANCE FEE RATES IN ACCORDANCE WITH CITY OF TIGARD ORDINANCE NO. 03-10.**

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**WHEREAS**, a Street Maintenance Fee has been established by Ordinance No. 03-10; and

**WHEREAS**, the Street Maintenance Fee rates are to be established by Council resolution using the City's 5-year maintenance and reconstruction plan for corrective and preventative maintenance of the City's street infrastructure in accordance with the Street Maintenance Fee ordinance; and

**WHEREAS**, the City of Tigard has a preventative and corrective maintenance backlog exceeding \$4 million dollars; and

**WHEREAS**, the City's 5-year plan currently establishes an annual amount of \$800,000 as a reasonable amount for use in addressing both the maintenance backlog over time and needed street maintenance on the street infrastructure as necessary; and

**WHEREAS**, the Street Maintenance Fee ordinance establishes the method for determining residential and non-residential rates.

**NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:**

**SECTION 1:** Resolution No. 03-25 is hereby amended by Exhibit A to that resolution to read as shown in Exhibit A hereto and incorporated by this reference.

**SECTION 2:** Exhibit 1 shows the breakdown of the residential and non-residential shares over a five year period. Exhibit 2 shows the City of Tigard's 5-Year Street Maintenance Plan.

**SECTION 3:** The filing fee for a written appeal to the use category or number of required parking spaces assigned shall be in the amount of \$300.00.

**EFFECTIVE DATE:** This resolution shall take effect immediately.

**PASSED:** This \_\_\_\_\_ day of \_\_\_\_\_, 2004.

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Mayor - City of Tigard

**ATTEST:**

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City Recorder - City of Tigard

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## EXHIBIT 1

### Residential/Non-Residential Cost Breakdown and Establishment of Rates

4-Feb

#### Estimated Project Costs Per Year

	2004	2005	2006	2007	2008	5 Year Project Total	5 Year Percentage
Single / Multi Owner	\$571,038.67	\$306,475.84	\$435,045.46	\$571,574.56	\$412,735.88	\$2,296,870.41	57.30%
Business	\$232,190.02	\$494,247.64	\$360,459.34	\$227,742.66	\$393,610.94	\$1,708,250.59	42.70%
Startup Cost	\$5,000.00					\$4,005,121.00	
						\$4,010,121.00	Current Est. Project Total
						\$4,000,000.00	Target Revenue
						(\$10,121.00)	Difference

#### Project Costs Redistributed Based On 5 Year Percentage

	2004	2005	2006	2007	2008	
Single / Multi Owner	\$458,786.72	\$458,786.72	\$458,786.72	\$458,786.72	\$458,786.72	57.30%
Business	\$341,213.28	\$341,213.28	\$341,213.28	\$341,213.28	\$341,213.28	42.70%
	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$4,000,000.00 Target Revenue

#### Rates to be Charged per Unit/Space

	Units/Spaces	Unit/Space Total	Yearly Cost Split	Yearly Cost Per Unit/Space	Monthly Cost Per Unit/Space	
Single / Multi Owner	10,422 / 7,142	17,564	\$458,786.72	\$26.12	\$2.18	57.30%
Business	36,503	36,503	\$341,213.28	\$9.35	\$0.78	42.70%

## City of Tigard 5-Year Street Maintenance Plan

Expenditure by Street Type						
	Arterial	Collector	Neighborhood Route	Local	City OH + Eng & Admin	Yearly cost including OH, Eng & Admin.
FY 2004-2005	\$69,216.00	\$255,110.40	\$158,867.20	\$197,508.68	\$127,526.41 *	\$808,228.69
FY 2005-2006	\$418,853.93	\$0.00	\$162,954.24	\$96,771.05	\$122,144.26	\$800,723.48
FY 2006-2007	\$227,059.93	\$156,828.18	\$0.00	\$290,268.50	\$121,348.19	\$795,504.80
FY 2007-2008	\$0.00	\$386,004.50	\$267,240.81	\$24,142.16	\$121,929.75	\$799,317.22
FY 2008-2009	\$231,366.99	\$204,403.20	\$0.00	\$247,574.57	\$123,002.05	\$806,346.83
5 Year project total	\$946,496.85	\$1,002,346.29	\$589,062.25	\$656,264.97	\$615,950.66	\$4,010,121.03

City Overhead = 10.5%  
Engineering & Contract Admin. = 7.5%

18% (Overhead + Engineering and Contract Admin.)  
Cost + (Overhead + Engineering and Contract Admin.)  
Overall % based on estimated overhead for 5 years

Business	Single/Multi Owner
Arterials + 1/2 collectors	1/2 collectors + NR and Locals
\$1,447,669.99	\$1,946,500.37
\$260,580.80	\$950,370.07
\$1,708,250.59	\$2,296,870.43
42.7%	57.3%

\*\$5,000 included to establish the billing system and integrate the charges into the utility bill

Street Type Legend	
A	Arterial
C	Collector
N	Neighborhood Route
L	Local

**FY 2004-2005**

Road Name	Limits		Class	1999 PCI	2003 PCI*	Recommend Action	Length	Width (ft)	Area (s.f.)	Cost
	From	To								
72 ND	HUNZIKER ST	VARNS ST	A	53	43	Reconstruct	400	40	16000	\$42,848.00
72 ND	VARNS ST	FIR ST	A	80	70	AC Overlay	400	40	16000	\$26,368.00
										\$69,216.00
121ST AVE	SPRINGWOOD	NORTH DAK ST	C	40	30	AC Overlay	1200	42	50400	\$83,059.20
121ST AVE	NORTH DAK	MERESTONE	C	40	30	AC Overlay	1400	36	50400	\$83,059.20
121ST AVE	MERESTONE	ANN	C	40	30	AC Overlay	1500	36	54000	\$88,992.00
										\$255,110.40
110 TH	FAIRHAVEN ST	PARK ST	L	78	73	AC Overlay	1000	36	36000	\$59,328.00
72 ND	SPRUCE	OAK ST	N	67	62	AC Overlay	850	40	34000	\$56,032.00
PARK ST	WATKINS	110TH	N	54	49	AC Overlay	1200	22	26400	\$43,507.20
										\$158,867.20
67 TH	OAK	END	L	20	15	Reconstruct	180	24	4320	\$11,568.96
MAPLELEAF	71ST	72ND	L	20	15	Reconstruct	450	34	15300	\$40,973.40
HIGHLAND DR	109TH	400' E	L	60	55	AC Overlay	400	34	13600	\$36,420.80
DERRY DELL	PARK ST	WATKINS AV	L	74	69	AC Overlay	925	21	19425	\$32,012.40
JAMES CT	HOWARD	END	L	50	45	AC Overlay	450	32	14400	\$23,781.20
VENTURA	VENTURA DR	BARBARA LN	L	65	60	AC Overlay	890	36	32040	\$52,801.92
										\$197,508.68
									Sub Total	\$680,702.28
									City Overhead & Eng/Admin	\$122,526.41
									Total	\$803,228.69

\* The PCI's listed were conducted by the City in 1999 and have been projected to decrease 2 points per year for arterials and collectors and 1 point for neighborhood routes and local streets. This projection may vary for some streets, therefore, this annual project list is subject to change due to actual field observations at the time.

\*\* City overhead = 10.5% of the collected fee & Engineering & Admin = 7.5% of the collected fee for a total of 18% for both.

\*\*\*Overlay Cost=\$1.648/s.f. Reconstruction=\$2.06/sf, Slurry Cost=\$0.206/s.f.



**FY 2005-2006**

Road Name	Limits		Class	1999 PCI	2004 PCI	Recommend Action	Length	Width (ft)	Area (s.f.)	Cost
	From	To								
GREENBURG	CENTER ST	LINCOLN AV	A	73	61	Reconstruction	800	44	35200	\$97,093.57
GREENBURG	LINCOLN AV	98 TH AV	A	70	58	Reconstruction	2150	44	94600	\$260,938.96
GREENBURG	98 TH AV	NORTH DAK ST	A	31	19	Reconstruction	630	35	22050	\$60,821.40
										\$418,853.93
FERN	ACENSION	135TH	N	40	34	AC Overlay	2300	20	46000	\$78,082.24
SHADY	GREENBURG RD	95TH AVE	N	68	62	AC Overlay	1000	40	40000	\$67,897.60
ROSS	88RD	81 ST AV	N	47	41	AC Overlay	500	20	10000	\$16,974.40
										\$162,954.24
76 TH	END	BONITA RD	L	73	61	AC Overlay	200	32	6400	\$10,863.62
66 TH	OAK	END	L	20	14	Reconstruct	175	24	4200	\$11,585.03
PINE	69 TH AV	CUL-DE-SA	L	60	54	Reconstruct	815	24	19560	\$59,953.13
124TH	JAMES (NORTH)	MARION	L	45	39	AC Overlay	600	20	12000	\$20,369.28
										\$96,771.05
								Sub Total		\$678,579.22
								City Overhead & Eng/Admin		\$122,144.26
								Total		\$800,723.48

\* The PCI's listed were conducted by the City in 1999 and have been projected to decrease 2 points per year for arterials and collectors and 1 point for neighborhood routes and local streets. This projection may vary for some streets, therefore, this annual project list is subject to change due to actual field observations at the time.

\*\* City overhead = 10.5% of the collected fee & Engineering & Admin = 7.5% of the collected fee for a total of 18% for both.

\*\*\*Overlay Cost=\$1.697/s.f. Reconstruction Cost=\$2.122/s.f. Slurry Cost=\$0.212/s.f.

**FY 2006-2007**

Road Name	Limits		Class	1999 PCI	2005 PCI	Recommend Action	Length	Width (ft)	Area (s.f.)	Cost
	From	To								
DURHAM	SUMMERFIE DR	119 TH AV	A	56	42	AC Overlay	470	36	16920	\$29,582.91
DURHAM	113 TH AV	SERENA CT	A	77	63	AC Overlay	2510	45	112950	\$197,477.62
										\$227,059.93
WALNUT	116TH	TIEDEMAN	C	20	6	Reconstruction	2300	24	55200	\$156,828.18
										\$156,828.18
NORTH DAKOTA	GREENBURG	95TH	L	90	83	Reconstruction	1300	34	44200	\$125,576.19
87 TH	BAYLOR	TO END OF CHURCH	L	43	36	AC Overlay	177	24	4248	\$7,427.05
CENTER	GREENBURG	LINCOLN	L	75	68	AC Overlay	1400	24	33600	\$59,745.00
CENTER	GREENBURG RD	87TH AVE	L	67	60	AC Overlay	500	20	10000	\$17,483.63
68 TH	FRANKLIN ST	CUL-DE-SA	L	85	78	AC Overlay	185	30	5550	\$9,703.42
100 TH	KABLE ST	LADY MARION	L	70	63	AC Overlay	500	34	17000	\$29,722.17
CLINTON	68 TH PW	67 TH AV	L	81	74	AC Overlay	270	20	5400	\$9,441.16
LOMITA	90 TH AV	CUL-DE-SA	L	62	55	AC Overlay	575	32	18400	\$32,169.88
										\$290,268.50
									Sub Total	\$674,156.61
									City Overhead & Eng/Admin	\$121,348.19
									Total	\$795,504.80

\* The PCI's listed were conducted by the City in 1999 and have been projected to decrease 2 points per year for arterials and collectors and 1 point for neighborhood routes and local streets. This projection may vary for some streets, therefore, this annual project list is subject to change due to actual field observations at the time.

\*\* City overhead = 10.5% of the collected fee & Engineering & Admin = 7.5% of the collected fee for a total of 18% for both.

\*\*\*Overlay Cost=\$1.748/s.f. Reconstruction Cost=\$2.251/sf, Slurry Cost=\$0.218/s.f.

**FY 2007-2008**

Road Name	Limits		Class	1999 PCI	2006 PCI	Recommend Action	Length	Width (ft)	Area (s.f.)	Cost
	From	To								
MCDONALD	93 RD AV	HALL BL	C	71	55	AC Overlay	1830	50	91500	\$164,774.49
BURNHAM	MAIN ST	HALL	C	20	4	Reconstruction	2100	36	75600	\$221,230.01
										\$986,004.50
GRANT	JOHNSON	TIGARD (excluding bridge area ends only)	N	40	32	AC Overlay	400	15	6000	\$10,804.88
COMMERCIAL	MAIN	95 TH	N	87	79	AC Overlay	1000	24	24000	\$43,219.54
SATTLER	98TH	92ND	N	90	82	AC Overlay	1700	37	62900	\$113,271.21
SATTLER	92 ND	HALL	N	90	82	AC Overlay	1500	37	55500	\$99,945.18
										\$267,240.81
ELMHURST	69 TH AV	68 TH PW	L	93	85	Reconstruction	275	30	8250	\$24,142.16
										\$24,142.16
								Sub Total		\$677,387.48
								City Overhead & Eng/Admin		\$121,929.75
								Total		\$799,317.23

\* The PCI's listed were conducted by the City in 1999 and have been projected to decrease 2 points per year for arterials and collectors and 1 point for neighborhood routes and local streets. This projection may vary for some streets, therefore, this annual project list is subject to change due to actual field observations at the time.

**\*\* City overhead = 10.5% of the collected fee & Engineering & Admin = 7.5% of the collected fee for a total of 18% for both.**

\*\*\*Overlay Cost=\$1,800/s.f. , Slurry Cost=\$0,225/s.f.

**FY 2008-2009**

Road Name	Limits		Class	1999 PCI	2007 PCI	Recommend Action	Length	Width (ft)	Area (s.f.)	Cost
	From	To								
DURHAM	SERENA CT	92 ND AV	A	74	56	AC Overlay	2020.2	36	70707	\$131,150.07
72 ND	BAYLOR ST	VILLA RID WY	A	82	64	Skin pach	1350	40	54000	\$50,080.64
85 TH	CITY LIMI	DURHAM RD	A	60	42	AC Overlay	795	34	27030	\$50,136.29
										\$231,366.99
68TH PARKWAY	99W	ATLANTA	C	75	57	AC Overlay	1850	44	81400	\$150,883.86
TRIDEMAN AVE	GREENBURG	TIGARD ST	C	60	42	AC Overlay	1200	24	28800	\$53,419.35
										\$204,403.20
EDGEWOOD	OMARA ST	OMARA ST	L	67	58	AC Overlay	2670	18	48060	\$89,143.54
ELMHURST	72 ND AV	70 TH AV	L	67	58	AC Overlay	515	15	7725	\$14,328.63
GARDEN	GARDEN PL	GARDEN PL	L	58	49	AC Overlay	850	40	34000	\$63,084.51
GARDEN	HALL BL	CUL-DE-SA	L	73	64	AC Overlay	1025	34	34850	\$64,641.12
CLINTON	69 TH AV	68 TH AV	L	73	64	AC Overlay*	260	34	8840	\$16,396.77
										\$247,574.57
								Sub Total		\$683,344.77
								City Overhead & Eng/Admin		\$123,002.08
								Total		\$806,346.85

\* The PCI's listed were conducted by the City in 1999 and have been projected to decrease 2 points per year for arterials and collectors and 1 point for neighborhood routes and local streets. This projection may vary for some streets, therefore, this annual project list is subject to change due to actual field observations at the time.

\*\* City overhead = 10.5% of the collected fee & Engineering & Admin = 7.5% of the collected fee for a total of 18% for both.

\*\*\*Overlay Cost=\$1.854/s.f. Slurry Cost=\$0.231/s.f.

CITY OF TIGARD, OREGON

ORDINANCE NO. 03-10

AN ORDINANCE ESTABLISHING AND IMPOSING A STREET MAINTENANCE FEE, PROVIDING FOR COLLECTION OF THE STREET MAINTENANCE FEE, LIMITING FEE PROCEEDS TO STREET MAINTENANCE AND AMENDING THE TIGARD MUNICIPAL CODE BY ADDING A NEW CHAPTER 15.20, AND DECLARING AN EMERGENCY

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**WHEREAS**, within the Street System Program, the City performs street maintenance as needed to maintain the street infrastructure; and

**WHEREAS**, the City Council desires to develop a system whereby occupants of developed property provide funding for the continuing maintenance of the street infrastructure; and

**WHEREAS**, the City Council finds that the development of a fee structure based on a five-year maintenance and reconstruction plan prepared by the City and allocated among residential and non-residential uses based on prevalent use of the street category to be a generally reasonable and reliable basis for implementing this ordinance; and

**WHEREAS**, the City Council finds that allocation of the costs for residential uses on a per unit basis for both single family and multifamily units is reasonable to establishing the fees for residential use; and

**WHEREAS**, the City Council finds that the use of minimum parking space requirements based on the Tigard Development Code for non-residential uses with a 5-space minimum and 200-space maximum takes into account businesses that draw from a larger area than just Tigard and fairly apportions costs to all non-residential uses;

**WHEREAS**, the City Council finds that there is an urgent need to repair and maintain City streets to avoid further deterioration in order to protect the health and safety of citizens;

**NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:**

**SECTION 1:** The Tigard Municipal Code is amended by adding a new Chapter 15.20 to read as follows:

**15.20.010 Street Maintenance Fee – Creation and Purpose.** A Street Maintenance Fee is created and imposed for the purpose of maintenance of City streets. The Street Maintenance Fee shall be paid by the responsible party for each occupied unit of real property. The purposes of the Street Maintenance Fee are to charge for the service the City provides in maintaining public streets and to ensure that maintenance occurs in a timely fashion, thereby reducing increased costs that result when maintenance is deferred.

**15.20.020 Definitions.** As used in this ordinance, the following shall mean:

- (1) City Engineer. The City Engineer or the City Engineer's designee.
- (2) Developed property or developed use. A parcel or legal portion of real property, on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to buildings, parking lots, landscaping and outside storage.
- (3) Finance Director. The Finance Director or the Finance Director's designee.
- (4) Residential Property. Property that is used primarily for personal, domestic accommodation, including single family, multi-family residential property and group homes, but not including hotels and motels.
- (5) Non-residential Property. Property that is not primarily used for personal, domestic accommodation. Non-residential property includes industrial, commercial, institutional, hotel and motel, and other non-residential uses.
- (6) Street Functional Classification. Street classifications as described in the Tigard Transportation System Plan.
  - a. Arterials are defined as streets having regional level connectivity. These streets link major commercial, residential, industrial and institutional areas.
  - b. Collectors are defined by citywide or district wide connectivity. These streets provide both access and circulation within and between residential and commercial/industrial areas.
  - c. Neighborhood routes are defined as streets that provide connections within the neighborhood and between neighborhoods. These streets provide connectivity to collectors or arterials.
  - d. Local streets are any streets within the City that are not designated as arterials, collectors, or neighborhood routes. These streets have the sole function of providing access to immediately adjacent land.
- (7) Parking space requirement. The minimum Off-Street parking requirement as required by Community Development Code Chapter 18.765.
- (8) Occupied unit. Any structure or any portion of any structure occupied for residential, commercial, industrial, or other purposes. For example, in a multi-family residential development, each dwelling unit shall be considered a separate occupied unit when occupied, and each retail outlet in a shopping mall shall be considered a separate occupied unit. An occupied unit may include more than one structure if all structures are part of the same dwelling unit or commercial or industrial operation. For example an industrial site with several structures that form an integrated manufacturing process operated by a single manufacturer constitutes one occupied unit. Property that is undeveloped or, if developed, is not in current use is not considered an occupied unit.

- (9) Responsible party. The person or persons who by occupancy or contractual arrangement are responsible to pay for utility and other services provided to an occupied unit. Unless another party has agreed in writing to pay and a copy of the writing is filed with the City, the person(s) paying the City's water and/or sewer bill for an occupied unit shall be deemed the responsible party as to that occupied unit. For any occupied unit not otherwise required to pay a City utility bill, "responsible party" shall mean the person or persons legally entitled to occupancy of the occupied unit, unless another responsible party has agreed in writing to pay and a copy of the writing is filed with the City. Any person who has agreed in writing to pay is considered the responsible person if a copy of the writing is filed with the City.
- (10) Street maintenance. Any action to maintain City streets, including repair, renewal, resurfacing, replacement and reconstruction. Street Maintenance does not include the construction of new streets or street lighting. Street maintenance shall include resurfacing of existing streets, repair or replacement of curb and gutter where they exist, repair or replacement of the entire existing street structural section, repair or replacement of existing street shoulders, pavement markers, striping and other street markings, repair or replacement of existing channelization devices, adjustment of existing utilities to match finish grades, and any other related work within the existing streets to match existing grade. It includes repair or restoration of existing storm drainage systems within existing streets, but does not include installation of new drainage systems. The following are excluded from street maintenance work: repair or replacement of existing sidewalks and planter strips.

**15.20.030 Administrative Officers Designated.**

- (1) Except as provided in subsections (2) and (3) of this section, the City Engineer shall be responsible for the administration of this chapter. The City Engineer shall be responsible for developing administrative procedures for the chapter, administration of fees, consideration and assignment of categories of use, and parking space requirements for the categories of use subject to appeal to the City Council.
- (2) The City Engineer shall be responsible for developing and maintaining street maintenance programs for the maintenance of City streets and, subject to City Budget Committee review and City Council approval, allocation and expenditure of budget resources for street system maintenance in accordance with this chapter.
- (3) The Finance Director shall be responsible for the collection of fees under this chapter.

**15.20.040 Street Maintenance Fees Allocated to the Street Maintenance Fee Fund.**

- (1) All Street Maintenance Fees received shall be deposited to the Street Maintenance Fee Fund or other fund dedicated to the operation and maintenance of the City street system. The Street Maintenance Fee Fund shall be used for street maintenance. Other revenue sources may also be used for street maintenance. Amounts in the Street Maintenance Fee Fund may be invested by the Finance Director in accordance

with State law. Earnings from such investments shall be dedicated to the Street Maintenance Fee Fund.

- (2) The Street Maintenance Fee Fund shall not be used for other governmental or proprietary purposes of the City, except to pay for an equitable share of the City's overhead costs including accounting, management and other costs related to management and operation of the street maintenance program. Engineering design, construction management, and other related costs, including project advertisements for bid, in the implementation of the street maintenance projects shall also be considered as being used for street maintenance.

**15.20.050      Determination of Street Maintenance Fee.**

- (1) The Street Maintenance Fee shall be established based on the following:
  - (a) The City's 5-year maintenance and reconstruction plan for corrective and preventative maintenance of the City's street infrastructure.
  - (b) The average annual cost based on the 5-year maintenance and reconstruction plan with costs allocated as follows:
    - (i) Arterial maintenance costs allocated 100% to non-residential uses.
    - (ii) Collector maintenance costs allocated 50% to residential uses and 50% to non-residential uses.
    - (iii) Neighborhood routes and local street maintenance costs allocated 100% to residential uses.
  - (c) For residential property, the fee shall be charged on a per unit basis.
  - (d) For non-residential property other than gasoline stations, the fee shall be based on the minimum number of parking spaces required by Chapter 18.765 of the Tigard Community Development Code for each occupied unit, provided however that the minimum number of parking spaces for purposes of calculating the Street Maintenance Fee shall be five and the maximum number shall be 200.
  - (e) The Street Maintenance Fee for gasoline stations shall be based on the number of fueling positions.
- (2) The Street Maintenance Fee rates shall be established by Council resolution.
- (3) The program shall be reviewed after three years and the rates shall be re-established based on the annual average cost of an updated 5-year plan. Any overruns and underruns recorded during the three-year period shall be factored in as part of the re-establishment of the fee rates. Any additional funds for street maintenance received from the State through legislation shall also be considered



to offset the revenue from the fees in the re-establishment of the fee rates.

- (4) The Finance Director shall review the revenue received from the Street Maintenance Fee after the first full year following implementation. If the revenues are not meeting the annual funding level set from the 5-year maintenance plan, the Finance Director, in coordination with the City Engineer, may recommend a fee increase sufficient to meet that funding level. Council may, at its discretion, increase the fees through resolution based on the Finance Director's recommendation.
- (5) In recognition that religious institutions have minimum parking space requirements that are relatively large in comparison to the actual use of those spaces, the fee for religious institutions shall be based on one-half of the minimum parking space requirements for each religious institution.

**15.20.060 Determination of Amount, Billing and Collection of Fee.**

- (1) The minimum required number of parking spaces or the number of fueling positions for each occupied unit of nonresidential property shall be determined by the City Engineer. For uses not explicitly listed in the Tigard Development Code as to required parking, the City Engineer shall assign the use to the most similar category, considering at least the following factors as well as any other relevant information:
  - (a) The size of the site and the building;
  - (b) The number of employees;
  - (c) Other developed sites with similar use.
- (2) The City Engineer shall establish the amount of Street Maintenance Fee payable for each unit of nonresidential property and shall inform the Finance Director of the amount. The amount payable shall be redetermined if there is a change in use or development. All redeterminations based on a change in use or development shall be prospective only. The Finance Director shall charge the per-unit Street Maintenance Fee to the responsible party for each occupied unit of residential property.
- (3) The Street Maintenance Fee shall be billed to and collected from the responsible party for each occupied unit. Billings shall be included as part of the bimonthly water and sewer bill for occupied units utilizing City water and/or sewer, and billed and collected separately for those occupied units not utilizing City water and/or sewer. All such bills shall be rendered bimonthly by the Finance Director and shall become due and payable upon receipt.
- (4) Collections from utility customers will be applied first to interest and penalties, then proportionately among the various charges for utility services and street maintenance.

(5) An account is delinquent if the Street Maintenance Fee is not paid by the due date shown on the utility bill. The City may follow the procedures for collection of delinquent accounts set forth in Section 12.03.030 and/or 12.03.040, including termination of water and/or sanitary sewer service.

**15.20.070 Waiver of Fees in Case of Vacancy.**

- (1) When any developed property within the City becomes vacant as described in Subsection 3, upon written application and approval by the Finance Director, the Street Maintenance Fee shall thereafter not be billed and shall not be a charge against the property.
- (2) The Finance Director is authorized to cause an investigation of any property for which an application for determination of vacancy is submitted to verify any of the information contained in the application. The Finance Director is further authorized to develop and use a standard form of application, provided it shall contain a space for verification of the information and the person signing such form affirm under penalty for false swearing the accuracy of the information provided therein.
- (3) For purposes of this section, a unit of property is vacant when it has been continuously unoccupied and unused for at least thirty (30) days. Fees shall be waived in accordance with this section only while the property remains vacant. Any occupancy or use of the property terminates the waiver. The City may charge any property with the appropriate Street Maintenance Fee, including charges for prior billing periods, upon determining by whatever means that the property did not qualify for waiver of charges during the relevant time. The decision of the Finance Director under subsection (1) and (2) shall be final.

**15.20.080 Administrative Provisions and Appeals**

- (1) The City Engineer shall have the initial authority and responsibility to interpret all terms, provisions and requirements of this chapter and to determine the appropriate charges thereunder. The Responsible Party for an occupied unit may request reconsideration of the City Engineer's determination of the amount of the fee by submission of a written application to the City Engineer. The application shall be submitted in sufficient detail to enable the City Engineer to render a decision.
- (2) Within 30 days of the submission of a complete application requesting reconsideration of the amount of the Street Maintenance Fee to be charge to an occupied unit, the City Engineer shall render a decision on the application. The decision shall be written and shall include findings of fact and conclusions for the particular aspects of the decision, based upon applicable criteria. A copy of the decision shall be mailed to the person submitting the request. The City Engineer shall maintain a collection of such decisions. Decisions of the City Engineer, which affect the amount of fee to be charged to a property, shall be forwarded to

the Finance Director. Except as provided under subsection (4) of this section, the decision of the City Engineer is final.

- (3) The City Engineer may determine that the land use category is proper and that the fee charged is appropriate. However, if the decision of the City Engineer results in a change in the category of land use, the City Engineer shall assign a new use category, determine the appropriate fee for the category, and notify the Finance Director so that the appropriate change may be made in the applicable fee to be charged in the future. No back charges or refunds shall be allowed. The decision of the City Engineer under this subsection (3) only, may be appealed.

(4) Council may form a subcommittee consisting of two Council members, or appoint a committee of disinterested citizens, hereinafter known as the Appeal Committee, to address any appeals to the City Engineer's decisions. A Responsible Party who disputes the determination of the City Engineer as to use category or number of required parking spaces may file a written appeal with the Appeal Committee. All appeals must be submitted within ten (10) days from the date of the City Engineer's decision, together with a filing fee in an amount set by Council by resolution. The application for appeal shall specify the reasons for the appeal and shall provide sufficient information for the Appeal Committee to render a decision. No other appeals shall be permitted.

(5) The Appeal Committee shall schedule a review of each appeal and shall notify the appellant not less than ten (10) days prior thereto of the date of such review. The Appeal Committee shall conduct a hearing to determine whether there is substantial evidence in the record to support the interpretation given by the City Engineer and may continue the hearing for purposes of gathering additional information bearing on the issue. The Appeal Committee shall render an initial oral decision and shall adopt a final written decision together with appropriate findings in support thereof. The decision of the Appeal Committee shall be limited to whether the appellant has been assigned to the appropriate use category, or whether the appropriate minimum parking space requirement or number of fueling positions has been correctly identified. If the Appeal Committee should determine that a different use category should be assigned, or that the minimum parking space requirement should be revised, it shall so order, provided no refund of prior Street Maintenance Fees shall be given. Only where the committee decision results in a change in use category and/or change in the minimum parking space requirement will the filing fee on the appeal be refunded. The Appeal Committee decision shall be final.

#### **15.20.090 Administrative Policies.**

- (1) The following policies shall apply to the operation and scope of this chapter:
  - (a) Street Maintenance Fees imposed under this chapter shall apply to all occupied units, occupied units owned and/or occupied by local, state and federal governments, as well as property which may be entitled to exemption from or deferral of ad valorem property taxation.

- (b) Publicly owned park land, open spaces and greenways shall not be subject to the Street Maintenance Fee unless public off-street parking designed to accommodate the use of such areas is provided.
  - (c) Areas used for commercial farming or forestry operations shall be billed according to the use of any structures on the site. Where a site is used exclusively for farming or forestry and not for residential or commercial uses, the site shall not be subject to the Street Maintenance Fee. Where there are different seasonal uses of structures on farm or forest land, the use category shall be determined by examining the use for the longest portion of the year. Where more than one use is made of a farming or forestry, then each use shall be examined separately and combination of use categories shall be used to determine the Street Maintenance Fee.
  - (d) Areas encompassing railroad and public right-of-way shall not be subject to the Street Maintenance Fee.
  - (e) Railroad property containing structures, such as maintenance areas, non-rolling storage areas and areas used for the transfer of rail transported goods to non-rail transport shall be subject to Street Maintenance Fees.
  - (f) For newly developed properties, the fees imposed under this chapter shall become due and payable from and after the date when the developed property is connected to the public water or sanitary sewer system.
- (2) The City Engineer is authorized and directed to review the operation of this chapter and where appropriate recommend changes thereto in the form of administrative policies for adoption of the City Council by resolution. Administrative policies are intended to provide guidance to property owners, subject to this chapter, as to its meaning or operation, consistent with policies expressed herein. Policies adopted by the Council shall be given full force and effect, and unless clearly inconsistent with this chapter shall apply uniformly throughout the City.
  - (3) If an occupied unit of nonresidential property is used for more than one use with different minimum parking requirements, the Street Maintenance Fee shall be based on the required parking for the total of the various uses.

**15.20.100 Penalty.**

In addition to any other remedy, violation of any provision of this chapter shall be a Class A Civil Infraction. Each day of delinquency in paying the Street Maintenance Fee constitutes a separate violation.

**15.20.110 Severability.**

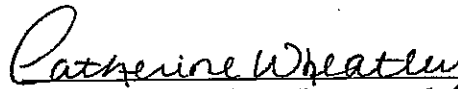
- (1) In the event any section, subsection, paragraph, sentence or phrase of this chapter or any administrative policy adopted herein is determined by a court of competent

jurisdiction to be invalid or unenforceable, the validity of the remainder of the chapter shall continue to be effective. If a court of competent jurisdiction determines that this chapter imposes a tax or charge, which is therefore unlawful as to certain but not all affected properties, then as to those certain properties, an exception or exceptions from the imposition of the Street Maintenance Fee shall thereby be created and the remainder of the chapter and the fees imposed thereunder shall continue to apply to the remaining properties without interruption.

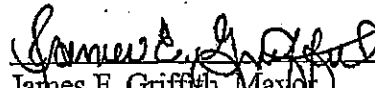
(2) Nothing contained herein shall be construed as limiting the City's authority to levy special assessments in connection with public improvements pursuant to applicable law.

SECTION 2: An emergency is declared to protect the health and safety of Tigard citizens to prevent delay in implementation of street repair and maintenance. The portion of Section 1 of this ordinance establishing Tigard Municipal Code section 15.20.020 shall take effect immediately on passage. The remainder of Section 1 shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

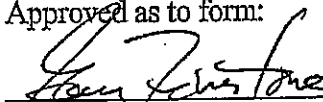
PASSED: By Unanimous vote of all Council members present after being read by number and title only, this 18<sup>th</sup> day of November, 2003.

  
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this 18<sup>th</sup> day of November, 2003.

  
James E. Griffith, Mayor

Approved as to form:

  
City Attorney

11/24/03  
Date

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**City of Tigard  
Fees and Charges Schedule**

EXHIBIT A

Department	Revenue Source	Fee or Charge	Effective Date
<b>ENGINEERING - Tigard</b>			
	<i>Addressing Assignment Fee</i>	\$50.00	10/29/2003
	<i>Engineering Public Improvement Design Standards</i>	\$5.00	7/15/1998
	<i>Erosion Control Permit Fee</i>		10/29/2003
	(City receives none of this fee)		
	Less than \$50,000.00	\$26.00	
	\$50,000.00 to \$100,000.00	\$40.00	
	More than \$100,000.00	\$40.00 + \$24.00 for each additional \$100,000.00 or fraction thereof	
	<i>Erosion Control Plan Check Fee</i>	65% of inspection fee	10/29/2003
	(City receives 50% of fee)		
	<i>Fee in lieu of Undergrounding</i>	\$35.00/lineal feet of frontage	10/29/2003
	<i>Local Improvement District Assessments</i>	Actual Cost	7/24/1996
	<i>Public Facility Improvement Permit</i>		4/15/2002
	Estimated Cost of Public Improvement	Deposit*	
	\$0 to \$4,000	Minimum non-refundable fee of \$150.00	
	\$4,001 to \$10,000	\$1,200.00	
	\$10,001 to \$20,000	\$1,200.00 + 10% over \$10,000	
	\$20,001 to \$50,000	\$2,200.00 + 8.0% over \$20,000	
	\$50,001 to \$80,000	\$4,600.00 + 6.0% over \$50,000	
	\$80,001 to \$100,000	\$6,400.00 + 4.0% over \$80,000	
	\$100,001 to \$300,000	\$7,200.00 + 2.0% over \$100,000	
	\$300,001 to \$500,000	\$11,200.00 + 1.0% over \$300,000	
	\$500,001 and Up	\$13,200.00 + .5% over \$500,000	
	*Deposit to be paid as follows:		
	Upon submittal of plans	\$150.00 non-refundable intake fee.	
	Prior to formal plan review	Balance of calculated deposit is due.	
	<i>Reimbursement District Application Fee</i>	\$300.00	1/27/1998

**City of Tigard  
Fees and Charges Schedule**

EXHIBIT A

Department	Revenue Source	Fee or Charge	Effective Date
	<i>Reimbursement District Fee</i>	Not to Exceed 6,000.00 unless reimbursement fee exceeds 15,000.00 Any amount over 15,000.00 shall be reimbursed by the owner. 6,000.00 limit valid for only 3 years from Council approval of district cost.	7/10/2001
	<i>Streetlight Energy &amp; Maintenance Fee</i>	Based upon PGE Sch #91 Opt, "B" for the first two years costs	2000
	<b><i>Street Maintenance Fee</i></b>		<b>4/1/2004</b>
	Monthly Residential Rate	\$2.18 per unit	
	Monthly Non-Residential Rate	\$0.78 per parking space or fueling position	
	Written Appeal Filing Fee	\$300.00	
	<i>Traffic/Pedestrian Signs</i>	Cost of materials and labor	2/7/2002
	<i>Traffic Control Devices</i>		
	Speed Hump Program	50% of cost	5/1/1996

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AGENDA ITEM # 9  
FOR AGENDA OF February 24, 2004

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A RESOLUTION GRANTING AN EXEMPTION FROM THE COMPETITIVE SCREENING & SELECTION PROCESS FOR DESIGN SERVICES ON THE 121<sup>st</sup> AVENUE IMPROVEMENT PROJECT.

PREPARED BY: Joe Barrett DEPT HEAD OK apDuen CITY MGR OK MA

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board grant an exemption from the competitive screening & selection process for design services on the 121<sup>st</sup> Avenue Improvement Project?

STAFF RECOMMENDATION

Grant an exemption to the competitive screening & selection process allowing staff to amend the current contract for design services on the 121<sup>st</sup> Avenue project to include needed additional services.

INFORMATION SUMMARY

On March 12, 2002, the Local Contract Review Board awarded the contracts to Westlake Consultants in the amount of \$215,220 and to CES/NW Consultants in the amount of \$164,660 for the engineering design services for the 121<sup>st</sup> Avenue between Gaarde Street and Tippitt Place and the Walnut Street between 116<sup>th</sup> and Tiedeman Avenue Improvement projects respectively.

After commencement of the design on the 121st project, changes to the scope became necessary to extend sewer within the project limits and to include a portion of 121st Avenue into the Gaarde Street Phase II Construction project. The changes to the initial contract of \$215,220 would increase the total contract to \$277,184, which represents a 28.8% increase from the original amount. Council was informed by the attached memorandum dated January 23, 2004 of the changes and reasons for executing them. Since the amendments exceed 20% of the original contract amount, this agenda item requests LCRB approval of the amendments. The following is a table providing a brief overview of all the amendments on the project:

Amendment No.	Date Approved	Amount	Scope of Work
1	6/4/2002	\$12,056	Provide construction plans and special provisions for western half-street improvements on 121st Avenue for the Whistlers Walk Subdivision. The additional work was constructed as part of the Gaarde Street Improvement project. (Note - total reimbursement by developer: \$264,317.00).
2	7/9/2002	\$6,412	Design street lighting plan for Gaarde Street.
3	12/31/2002	\$5,892	Provide additional design on 121st Avenue to accommodate ¾ street improvements due to grade difference. Prepare two new drawings.



4	12/31/02	\$6,665	Conduct second public open house and attended three additional meetings. Coordinate with different consultants for the meetings.
5	6/6/2003	\$15,553	Provide additional topographic survey and produce sanitary sewer plans and specifications separately from the 121st Avenue project. This amendment was necessary to expedite the construction schedule for the sanitary sewer project.
6	In progress	\$15,386	Re-design retaining walls due to change of site condition. Provide plans and special provisions for the eastern half-street improvement on 121st Avenue for Casa Terra Development. It is proposed that the additional work be designed by Westlake Consultants and constructed as part of the Gaarde Street Improvement project. (Note- total reimbursement by developer: \$106,162).

Upon LCRB's approval of the amendments on February 24, 2004, the total contract amount would be:

Original contract	\$215,220
First four amendments	\$31,025
<b>Sub-total</b>	<b>\$246,245</b>
Amendment Nos. 5 & 6	\$ 30,939
<b>Total Contract Amount</b>	<b>\$277,184</b>

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#### OTHER ALTERNATIVES CONSIDERED

N/A

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#### VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Completion of 121<sup>st</sup> Avenue improvements that expands the capacity of the street meets the Tigard Beyond Tomorrow Transportation and Traffic Goal of "Improve Traffic Flow and Safety."

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#### ATTACHMENT LIST

1. Resolution
2. January 12, 2003 memorandum including project location map.

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#### FISCAL NOTES

Funding of the project began in FY 2001-02 and was carried over into FY 2002-03 and FY 2003-04. Currently, this project was funded in the FY 2003-04 Capital Improvement Program using Traffic Impact Fee funding of \$100,000 supplemented by the Urban Services Traffic Impact Fee fund of \$100,000 for a total of \$200,000. There are sufficient funds in the project account for the contract amendments.

LOCAL CONTRACT REVIEW BOARD  
CITY OF TIGARD, OREGON

RESOLUTION NO. 04-\_\_\_\_\_

A RESOLUTION GRANTING AN EXEMPTION FROM THE COMPETITIVE SCREENING & SELECTION PROCESS FOR DESIGN SERVICES ON THE 121<sup>ST</sup> AVENUE IMPROVEMENT PROJECT.

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WHEREAS, on March 12, 2002, the Local Contract Review Board awarded a contract to Westlake Consultants (Consultant) in the amount of \$215,220 for the engineering design services for the 121<sup>st</sup> Avenue between Gaarde Street and Tippitt Place; and

WHEREAS, staff has determined that extra design services are necessary for the project; and

WHEREAS, staff has further determined that it will be cost-effective for the City to utilize the services of the current Consultant to perform the required extra services; and

WHEREAS, these extra services will require amendments to the existing contracts between the City and the Consultants; and

WHEREAS, the issuance of amendments to the existing contract requires an exemption from the City's competitive screening and selection process;

NOW, THEREFORE, BE IT RESOLVED by the Local Contract Review Board that:

SECTION 1: An exemption to the competitive screening and selection porecess is granted allowing for amendments to the contract between the City and Westlake Consultants for design services on the 121<sup>st</sup> Avenue Improvement Project.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2004.

\_\_\_\_\_  
Local Contract Review Board Chair - City of Tigard

ATTEST:

\_\_\_\_\_  
City Recorder - City of Tigard

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## MEMORANDUM CITY OF TIGARD

13125 SW Hall Boulevard.  
Tigard, OR 97223  
Phone 503-639-4171  
Fax: 503-624-0752

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**TO:** City Council  
Bill Monahan, City Manager

**FROM:** Gus Duenas *Gus*  
City Engineer

**DATE:** January 23, 2004

**SUBJECT:** Design Contract Amendments for the 121<sup>st</sup> Avenue Improvement Project

According to the current Local Contract Review Board (LCRB) rules and regulations, cumulative contract amendments for a project that exceed 20% of the contract amount require the use of competitive bidding. The language in the rules suggest that the 20% requirement applies to public contracts that are competitively bid. Personal services contracts procured through the Request for Proposal process are addressed in a separate section of the rules. It was Engineering's impression that the 20% requirement did not apply to personal services contracts. However, at a meeting on December 18, 2003 involving Engineering staff, the City Attorney's office, and Finance Department staff, the City Attorney's office confirmed that the 20% requirement should also be applied to personal services contracts. The group consensus also is that the procurement rules and regulations should be rewritten at some point in the future to provide more clarity on the applicability of requirements regarding the various types of contracts.

This is to inform you that the aggregate total contract amendments for the project design contract on the 121<sup>st</sup> Avenue Improvement project would increase the initial contract amount by 28.8%. Staff will be requesting that the LCRB grant an exemption to the competitive bidding requirements and approve the contract amounts that exceed 20% of the original contract on the project. The amendments are scheduled for consideration in the Council meeting on February 10, 2004. The background of the project and the reasons for requesting approval of the amendments are as follows:

In January 2002, the Engineering Department began an RFP (Request for Proposal) process to select design consultants for the 121st Avenue and the Walnut Street Improvement projects. The design teams led by Westlake Consultants and CES/NW Consultants were selected to provide the required services for these two projects respectively. The intent of the RFP was to obtain a full range of engineering services for the survey and design for 121st Avenue between Gaarde Street and Tippitt Place and for Walnut Street between 116th Avenue and Tiedeman Avenue. In the City Council meeting of March 12, 2002, the LCRB approved contract awards for engineering design services to Westlake Consultants in

the amount of \$215,220.00 for the 121<sup>st</sup> Avenue project and to CES/NW Consultants in the amount of \$164,660.00 for the Walnut Street project.

After commencement of the design on the 121st project, changes to the scope became necessary to include a portion of 121<sup>st</sup> Avenue into the Gaarde Street Phase II construction project. As a condition of approval for the Whistlers Walk Subdivision development, Venture Properties was required to provide a half-street improvement on 121st Avenue between Rose Vista Drive and Whistlers Lane. This segment of street tied in directly to the southbound approach to Gaarde Street along 121<sup>st</sup> Avenue that was already under construction under the Gaarde Street project and was within the project limits of Westlake's project design scope. To ensure that the half-street improvement required of Venture Properties would be properly coordinated with the remainder of the 121<sup>st</sup> Avenue design and would smoothly transition into the approach to the Gaarde Street intersection, we decided (with Venture Properties concurrence) that the Westlake design for 121st Avenue between Gaarde Street and Whistlers Lane needed to be packaged for construction as part of the Gaarde Street Improvement project. On June 4, 2002, Contract Amendment No. 1 in the amount of \$12,056.00 was issued to compensate Westlake Consultants for providing additional design plans and special provisions to the City for inclusion of the improvement in the Gaarde Street project. Venture Properties reimbursed the City \$264,317.00 for the design and construction of the improvement specified by their condition of approval.

Since Amendment No. 1 was issued, staff has requested Westlake Consultants to perform additional engineering services to allow the project to proceed towards completion. There are five contract amendments so far for this project. The most recent amendment (Amendment No. 6) is primarily due to a request by Casa Terra, the owner of the properties located on the east side of 121<sup>st</sup> Avenue directly across from the Whistlers Walk Subdivision. Casa Terra agreed to pay the City a fee in lieu of constructing half-street improvement as required by the City for development of a 29-lot single-family subdivision at this location. Since Westlake Consultants had already completed the design for the western half-street improvement on 121<sup>st</sup> Avenue, we felt that it was in the best interest of the City to have the eastern half-street improvement also designed by the same consultant and constructed as part of the Gaarde Street Improvement project. The addition of the eastern half of 121<sup>st</sup> to the Gaarde Street project would extend construction of the full street improvements on 121<sup>st</sup> Avenue north beyond the two subdivisions. The total amount of \$106,162.48, which includes \$12,936.00 for the design and \$84,751.35 for construction, will be paid to the City prior to issuance of building permits to Casa Terra.

Amendment Nos. 5 and 6, together with previous amendments, increase the total contract cost to \$277,183.86, which represents an increase of 28.8% from the initial contract amount. LCRB approval is necessary at the point in which changes cumulatively increase the contract amount over 20%. The following is a table providing a brief overview of all the amendments on the project:

Amendment No.	Date Approved	Amount	Scope of Work
1	6/4/2002	\$12,056.00	Provide construction plans and special provisions for western half-street improvements on 121st Avenue for the Whistlers Walk Subdivision. The additional work was constructed as part of the Gaarde Street Improvement project. (Note- total reimbursement by developer: \$264,317.00).
2	7/9/2002	\$6,411.86	Design street lighting plan for Gaarde Street.

3	12/31/2002	\$5,892.00	Provide additional design on 121st Avenue to accommodate $\frac{3}{4}$ street improvements due to grade difference. Prepare two new drawings.
4	12/31/02	\$6,665.00	Conduct second public open house and attended three additional meetings. Coordinate with different consultants for the meetings.
5	6/6/2003	\$15,553.00	Provide additional topographic survey and produce sanitary sewer plans and specifications separately from the 121st Avenue project. This amendment was necessary to expedite the construction schedule for the sanitary sewer project.
6	In progress	\$15,386.00	Re-design retaining walls due to change of site condition. Provide plans and special provisions for the eastern half-street improvement on 121st Avenue for Casa Terra Development. The additional work would be designed by Westlake Consultants and constructed as part of the Gaarde Street Improvement project. (Note- total reimbursement by developer: \$106,162.48).

LCRB approval of the amendments would result in a total contract amount as follows:

Original contract	\$ 215,220.00
First four amendments	<u>\$31,024.86</u>
<b>Sub-total</b>	<b>\$246,244.86</b>
Amendment Nos. 5 & 6	<u>\$ 30,939.00</u>
<b>Total Contract Amount</b>	<b>\$ 277,183.86</b>

Approval by the LCRB of the changes in the contract to date would result in substantial cost savings to the City. Westlake Consultants is already charged with the design of the work within their project limits. The developers on the two subdivision projects have agreed to pay for the design and construction costs on 121<sup>st</sup> Avenue along their respective frontages. The amendments are merely to repackaging the street segments for construction as part of the Gaarde Street Project. Going out to another consultant to perform the work that is already under the purview of Westlake Consultants would result in much higher costs to the City. To accept responsibility for the design work, a new consultant on the project would have to redo the work already performed by Westlake Consultants. In addition, the amendments cover work that is within the original project limits as defined in the RFP for the project. The amendments take advantage of the willingness of the developers to have the City design and construct the improvements as part of an ongoing construction project at the developers' expense.

There may be additional contract amendments necessary as the project proceeds towards final design. Staff recommends that the LCRB authorize any additional amendments which may be presented in the future.

The City staff is currently undergoing training on the various provisions of the new Purchasing and Contracts Manual. The meeting on December 18, 2003 was a huge step forward in ensuring that the staff in the Finance and Engineering Departments and the City Attorney's office have a common understanding of the interpretation of the current procurement rules and regulations. The staff in the

Engineering Department will ensure that that all future engineering services contracts comply with the contract amendment requirements as agreed upon in that meeting.

If you have any questions or need additional information regarding the contract amendments please let me know.

Attachment: Project Location Map

c: Vannie Nguyen, CIP Division Manager

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